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Current Topics.

A Problem of Merciful Death.

ALBERT EDWARD DAVIES, a kind and affectionate father, distracted by the prolonged and hopeless sufferings of his little daughter, placed her in a bath to end them, and surrendered to the police, to whom he told the story. A jury at Chester has just acquitted him on the consequential charge of murder. There was ample evidence that the child was moribund, and some possibility that she might have been dead when her father lifted her out of her cot. Given that the jury believed this to have happened, the verdict follows. The case, however, as reported, may be regarded as a dangerous precedent, and it cannot be too strongly emphasised that, even carried out with the kindest motives, euthanasia is murder by our law, and nothing else. This was put clearly enough by Lord BRAMPTON, then HAWKINS, J., in his charge to the jury in *R.* v. *Paine*, *Times*, 25th Feb., 1880: "It is equally criminal by the law of our country to accelerate by an hour the death of a person as to cause it. If I, knowing that a man is on his dying bed, and that he has but an hour to live, with a view of shortening his life by half an hour, administer that which I know will kill him, if it does so I am responsible for his death." BRANSON, J., in the case of Davies, contrasted the law stated above with that as to animals, suggesting that, in the case of an animal, it would have been the man's legal duty to put it to death in the circumstances. This, however, appears rather an extreme reading of s. 1 (1) (*a*) of the Protection of Animals Act, 1911 ("by unreasonably . . . omitting to do any act . . . to cause any unnecessary suffering . . . to any animal") if it is to prevent the owner of a suffering dog from keeping it alive because he hopes, however vainly, it will recover. It would be interesting to know whether there had been any successful prosecution of an owner who tried to keep an animal alive, not in order to work it to death (unfortunately the more usual case) but because he wished to treat it humanely, as he would treat a human being.

Quashing a Coroner's Inquisition.

IT IS not a little unusual for a coroner's inquisition to be quashed in this country, especially on the ground of misconduct, and in dealing with the case of *R.* v. *Wood: ex parte Anderson*, 1927, W.N. 258, the court had to seek its precedents in the Irish reports. Various irregularities were alleged, but one was sufficient, the presence of the coroner in the jury room while the jury were deliberating. The Lord Chief Justice declared that "it was clearly contrary to public policy that the coroner should go into the jury room after the jury had retired, even though it was only to answer questions asked of him by the jury in the discharge of their duty." The Irish cases cited were *O'Brien* v. *Boucher*, 1882, 17 Ir. L.T. 34, and *In re The Mitchellstown Inquisition*, 1888, 22 L.R. (Ir.) 279. Both cases reflect the wild political passions of the time when they occurred, and both inquisitions were quashed on the ground of misconduct. In the first cited case it was sought to be argued for the coroner that "it is everyday practice for the judge to carry on deliberations with the jury." This argument received its proper reply from BARRY, J., "Yes, but that is done in the public court; here the coroner clears the court and sits in the room with the jury till their verdict has been found." An inquisition is not quashed for minor defects. It may be amended under s. 20 of the Coroners Act, 1887, but the High Court has jurisdiction to quash and will exercise it in case of grave irregularities. The doubt whether a coroner could get his own inquisition quashed, where by reason of the discovery of new facts it is necessary or desirable to hold a fresh inquest, has been removed by s. 19 of the Coroners (Amendment) Act, 1926.

Proof of Foreign Marriage.

WHILE THE decision of the Court of Criminal Appeal in *Rex* v. *Moscovitch*, given on Monday last, lays down no new law, it is a useful reminder of the necessity, overlooked in the court of trial, of having a foreign marriage strictly proved by a witness who is qualified to give evidence. The necessity for strict proof of a foreign marriage which is relied upon in a prosecution for bigamy was very clearly laid down in *Rex* v. *Naguib*, 1917, 1 K.B. 359, by Viscount READING, C.J., in these words: "There is no doubt that, where the prosecution relies upon a foreign marriage, it is incumbent upon the Crown to prove the essential requisites of a valid marriage according to the law of the foreign country, and that the foreign law can only be proved by someone conversant therewith." In *Moscovitch's Case* it was alleged that the appellant—a Jew—having married a Jewess in Russia, afterwards left her and contracted a bigamous marriage with another woman. To prove the charge of bigamy it was of course essential to establish that the marriage in Russia was valid and that that marriage was still subsisting. Evidence was admitted at the trial given by a Rabbi, who was also an ecclesiastical assessor of the Chief Rabbi's court, that the marriage was binding on Jews, but he could not say whether it was valid by the law of Russia. This evidence, which was acted on by the trial

judge, was held by the Court of Criminal Appeal to have been wrongly admitted, and as, apart from it, there was nothing to show that the marriage in question was validly contracted according to Russian law, the conviction was quashed. In a criminal case, even more than in a civil action, it is obviously essential that, where a question of foreign law arises, evidence must be given by someone who is professionally acquainted with it.

Wife's Security for Costs of Appeal from Justices.

THE QUESTION whether a wife is entitled to an order that her husband should give security for the costs of her appeal against the decision of justices was decided by the learned President in *Fletcher* v. *Fletcher*, 71 SOL. J., p. 846. The wife in this case had applied to the justices for a maintenance order on the ground of desertion by her husband, but the justices had refused the order, and from their decision she appealed. Had the wife been successful before the justices and had the appeal therefore been made by the husband, it seems clear that the wife would have been entitled to an order for security of costs. Such an order was made in *Sirrell* v. *Sirrell*, 1911, P. 38. Previous to *Fletcher* v. *Fletcher* there appears to have been no authority on the question whether such an order may be made, where it is the wife who is appealing from the justices, and in deciding in *Fletcher's Case* that no order for security could be made, the learned President rigidly applied the principles which have hitherto prevailed in the Divorce Division. In his judgment the learned President said that: "In the exercise of the ordinary jurisdiction of that Division, as between husband and wife, there was an inveterate practice of ancient origin whereby the common law presumption was acted upon that a wife had *primâ facie* no means to prosecute her suit. Out of that common law presumption there arose a practice in that court that if the wife were a suitor and there was no reason to order otherwise, she obtained an order as of course that proper provision be made for her to have the means for the conduct of her part of the litigation." The learned President then went on to point out that the above principle had been extended to appeals from justices to the Divorce Division, but only where the husband was appellant, and that it was well known that under the rules of the Supreme Court the principle of ordering a husband to give security for his wife's costs did not apply to appeals from the King's Bench Division, nor from the Divorce Division to the Court of Appeal, the case in the event of such an appeal ceasing to be within the divorce jurisdiction so that the common law rules applied. Inasmuch as the application in *Fletcher* v. *Fletcher* was outside the settled practice of the court and was warranted neither by statute nor by any decision, the learned President came to the conclusion that the order for security could not be properly made.

The Presumption of Survivorship.

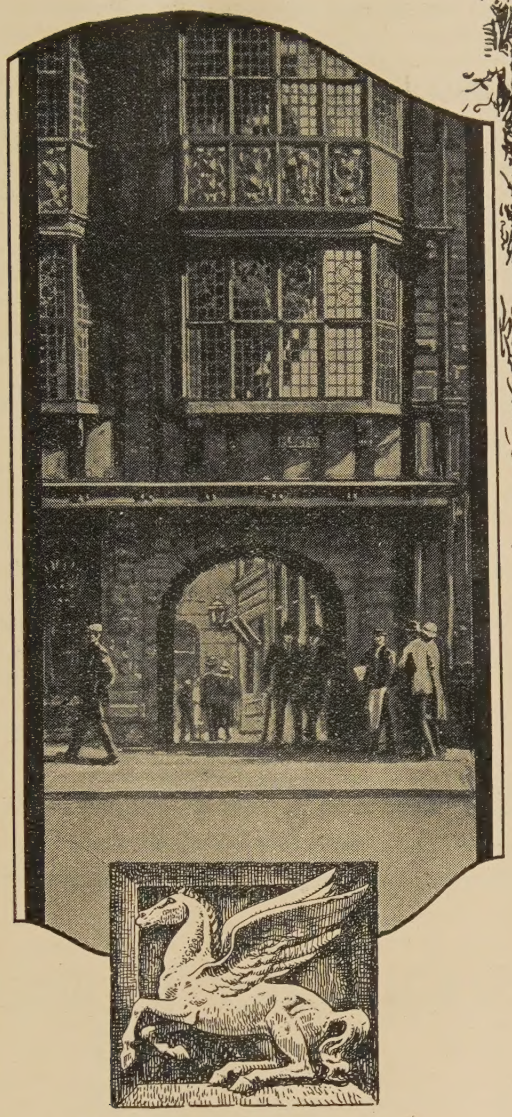
THE TRAGIC deaths of the young couple Mr. and Mrs. BAZLEY WHITE and their little boy in the fire at Wateringbury are not likely to result, as they might have if they had occurred two years ago, in litigation, with a futile inquiry as to which perished first. Section 184 of the Law of Property Act, 1925, now governs the presumption of survivorship in the absence of definite evidence otherwise, and accordingly the sequence of deaths will be deemed to be those of the father, mother, and child in that order. This section filled up a *hiatus* in our law, for judges had previously held that, there being no presumption of survivorship in our law, they could not pronounce on rights of property dependent on survivorship. The absence of presumption was decided in the leading case of *Wing* v. *Angrave*, 1860, 8 H.L.C. 183 (one as to shipwreck), and its inconvenience was made manifest in such cases as *Re Rhodes*, 1887, 36 C.D. 586 (when NORTH, J., recommended two sets of claimants to come to terms because he could not help them), and *Re Aldersey*, 1905, 2 Ch. 181, in which KEKEWICH, J., observed that he had to deliver an illogical judgment. In 1 Mer., at p. 310, will be found the presumptions of the French Civil Code contained in Arts. 720-2. These are much more elaborate than s. 184 of the Law of Property Act, 1925, with different presumptions according to whether the subjects were under thirteen, over sixty, male, female, etc. Possibly the French rules may make the nearer approximation to probability, but really any presumption will suffice if it ensures certainty in title and distribution of property. Section 184 may therefore be deemed as good a working law as Arts. 720-2, and perhaps better for its simplicity.

Earnest Women Magistrates.

THE Magistrates' Association held its Annual Meeting on Wednesday of last week, and in accord with what has become the practice, the women justices who belong to the Association held a preliminary meeting of their own the day before. Among the matters discussed was the matrimonial jurisdiction of justices, upon which they were addressed by Mr. A. C. L. Morrison, one of the authors of a recent text book on the subject. Later a number of miscellaneous questions were put to the chair, and answered with the assistance of another magistrates' clerk who attended for the purpose. The questions testified to the thoroughness and keenness with which the women justices face their task. They dealt with such matters as the propriety of hearing cases *ex parte*, difficulties in affiliation proceedings, the cost of appeals and other practical everyday matters.

Offences on the High Seas—An Important American Decision.

AS IS well known, a treaty between this country and the United States was made a short time ago to assist the latter in enforcing the prohibition laws. It provides, among other things, that no objection will be made by Great Britain to the boarding of British ships, other than public ships, outside territorial waters, by authorities of the United States, for enquiry and, on reasonable suspicion, search, to discover violation of those laws. If reasonable cause be disclosed for belief that the vessel boarded has committed or is committing such violation the ship can be seized and taken into an American port for adjudication. The zone within which the treaty rights can be enforced is determined by the distance in which the vessel boarded can traverse in one hour. In *Ford et al* v. *United States*, Adv. Op. 610, 47 Sup. Ct. Rep. 531, it was held that a conspiracy to violate the prohibition laws is an offence within the treaty, and overt acts committed by one conspirator within the jurisdiction in furtherance of the conspiracy makes all conspirators criminally liable when thereafter brought within the territorial jurisdiction of the United States courts, although they were outside the jurisdiction at the time such overt acts were committed. The persons convicted were all British subjects, and in their operations had been directed by two men in San Francisco. There is no doubt that, on the facts, they were all in a conspiracy together to import alcoholic liquors into the United States, and no one need be concerned for them on the merits of the case. But the wide interpretation was given to the terms of the Treaty that adjudicating upon the vessel included adjudicating upon the persons found in her. In this view the British Government inferentially acquiesced by requesting the expedition of the trial of a British subject arrested in a similar case. The judgment is one more illustration of the inevitable extension of criminal jurisdiction to the high seas. It is not quite satisfactory that this jurisdiction should be enlarged piecemeal by special treaties, and the decisions of national courts upon them. The matter seems rather to be one for a collective treaty with its interpretation referable to an international court.



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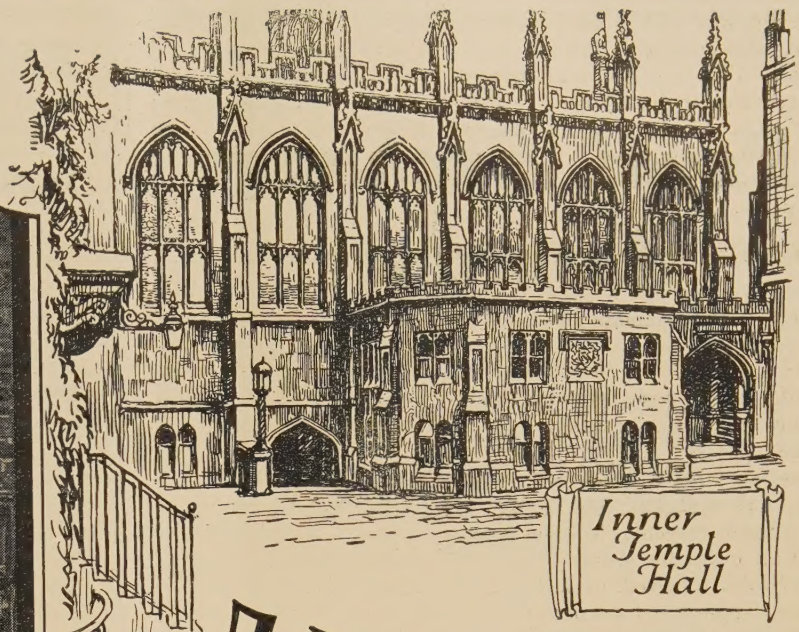

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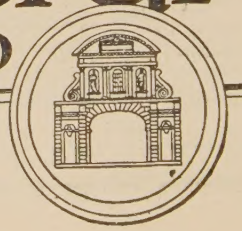

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Double Commissions.

WHILE it is clear that an agent ought not to make any secret profits, and that, should he make any, he must account to his principal therefor, he is not necessarily prohibited from taking a profit from the other party to the transaction with the knowledge of his principal.

The law on this latter point was laid down very clearly in *Great Western Insurance Company* v. *Cunliffe*, L.R. 9 Ch. App. 525. In that case a marine insurance company in New York had appointed a firm of merchants in London as their agents for settling claims in England and effecting re-insurances. The London merchants received a paid percentage for settling claims, but nothing was provided as to their remuneration for re-insuring. According to the custom as between underwriters and brokers, the agents were allowed by the underwriters 5 per cent. on each re-insurance, and also at the end of the year 12 per cent. on the profits on the general balance between the underwriter and the broker. The London firm received both these percentages, but in their accounts sent to the American insurance company only the 5 per cent. commission was mentioned. On subsequently discovering the fact that the London firm were receiving the extra 12 per cent. commission the American firm sought to recover as secret profit the amounts that the London firm had actually received, by way of this further commission. It was held, however, that the items in question were not recoverable, the law being laid down in the following terms by MELLISH, L.J. (*ib.*, at p. 539): "It was easy to ascertain by enquiry what was the usual and ordinary charge which agents who effect re-insurances are entitled to make. If a person employs another, who he knows carries on a large business, to do certain work for him as his agent with other persons, and does not choose to ask him what his charge will be, and in fact knows that he is to be remunerated not by him, but by the other persons—which is very common in mercantile business—and does not choose to take the trouble of enquiring what the amount is, he must allow the ordinary amount which agents are in the habit of charging."

The principle of this case was subsequently followed in *Baring* v. *Stanton*, 1876, L.R. 3, Ch. D. 502, where a shipowner was held not to be entitled to deduct certain allowances received by merchants who effected for him insurances on his ships, and in *Lord Norreys* v. *Hodgson*, 13 T.L.R. 421, where the plaintiff, who had employed the defendant as an agent to obtain a loan upon a reversionary security, was held not to be entitled to recover from the latter the amount of the commission which he had received from the insurance company which had effected an insurance on the plaintiff's life and had advanced him the money on the strength of that security. In the latter case, moreover, the court pointed out that the commissions which the defendant had received respectively from the plaintiff and from the insurance company were two entirely different things, the one being for work done for the plaintiff in securing the loan, and the other for the introduction to the insurance company.

The principle to be elicited from the above cases therefore appears to be that where a principal employs an agent, with the knowledge that the agent will receive remuneration from the other contracting party, and does not choose to enquire what that remuneration will be, he will be bound to allow the agent to receive all the usual and customary charges of such agent, notwithstanding that the principal also remunerates the agent for his services.

And from this proposition it would seem to follow that even where it is not a usual custom of the trade, etc., that the agent should receive any remuneration from the other party, the agent will, notwithstanding, be entitled to receive such remuneration if at the time of the contract the principal knows that the agent is to receive such remuneration, and contracts (whether expressly or impliedly) on that footing. While the principal will not in such a case be able to avoid the transaction or to recover the amount of the remuneration received by the agent from the other party, it does not necessarily follow that the agent himself will be entitled to recover this remuneration from the third party.

The case of *Fullwood* v. *Hurley*, 43 T.L.R. 745, which was recently decided by the Court of Appeal, is a useful illustration of this point. There the defendant called at the office of the plaintiff, who was an hotel broker, and asked for particulars of hotel businesses for sale and orders to view were duly sent to him. The orders to view contained a special notice to the following effect:—"On the event of terms being arranged, you are requested to pay the usual 10 per cent. deposit to [us], otherwise you will become equally liable with the vendor for the commission. This order is issued on this express condition only . . ."; Further, the orders to view were accompanied by a letter stating that if business were done, the plaintiff would act for the defendant at the usual brokerage. The defendant purchased one of the businesses mentioned in the particulars, negotiating, however, with the owners directly. The owners eventually paid the plaintiffs their commission, and the plaintiffs now sought to recover a further commission from the defendants.

The Court of Appeal held that the plaintiffs were not entitled to receive any commission from the defendant, their judgment being based mainly on the fact that there was no contract entered into with them by the defendant to pay any commission. The learned M.R. said, "The plaintiff was clearly acting as agent for the vendor. That being his position, he was *ipso facto* disentitled from entering into a second agency on behalf of the purchaser, unless that arrangement was assented to with full knowledge by his original principal . . . It could not be stated too plainly that an agent could not normally accept commission on a sale from both parties. If commission were claimed for work done for both parties, it must be claimed to the knowledge and with the consent of the other principal concerned."

Again SCRUTTON, L.J., observed: "No agent who had accepted an employment from one principal could in law accept from a second an engagement inconsistent with his duty to the first principal. If as agent for the vendor he was negotiating as to price, and knew that his principal would take a certain named figure, by no possibility could he use that knowledge to get the property for the purchaser, for less than the purchaser was inclined to pay. It was the duty of the agent to make the fullest disclosure of the exact contract that he had, and the benefit he was getting out of it. . . . If the agents wanted a double commission they must make to each party a full disclosure of the exact value of their interest, and obtain the consent of each party. Such a contract must be made in the clearest possible terms and with the fullest disclosures to each principal of what the agent was doing; otherwise the agents could not sue under any alleged agreement."

While there can be no question that an agent must in such a case disclose to his principal the fact that he is to receive remuneration from the other party, it would seem that the above observations as to the duty of the agent to make the fullest disclosure and to obtain the consent of either party is too wide a statement of the law, in view of the authorities referred to above, which were not cited to the court.

We would venture the opinion that in such a case the agent is not obliged in law at the outset to give any other information to his principal beyond that he is to receive remuneration from the other party. It is then open to the principal to require full disclosure, and it is only then that the agent must make such disclosure.

If the principal, however, remains apathetic, and gives the agent a free hand, as it were, he will not subsequently be able to level any charge against the agent, for accepting any specific sum or commission from the other, provided of course that the agent has acquainted him with the fact that he is to receive commission (without necessarily stating any specific sum or sums) from the other party to the contract.

British Commitments under the Covenant of the League.

> You invite us to take for every country and for every frontier the guarantee which we have taken for one treaty. If you ask us that, you ask us the impossible. Our strength, great as it may be, is not equal to the task with which you would charge us. If I held out to you the hope that we can undertake such extensive obligations, we could not keep them.—Sir AUSTEN CHAMBERLAIN, *before the Assembly of the League of Nations*, 10*th September*, 1927.

IT appears now, after a month of renewed discussion on the merits and demerits of further extending what is usually referred to as the British commitments abroad, that the above statement constitutes not only the considered judgment of the present government of this country, but also of British public opinion at large. At the same time, it is the gist of a declaration which sets a landmark in the history of the League of Nations. The weighty *non possumus* uttered by the Foreign Secretary is likely to remain the basis, for a considerable time to come, of British foreign policy and of its relation to the League. It may therefore be not without advantage to re-state what are, from the point of international law, the actual obligations so far undertaken by Great Britain. The discussions centring round the abortive Geneva Protocol of 1924 have shown how vague the position was, notwithstanding that the matter so vitally affected this country. Little progress appears since to have been made, and the Foreign Secretary's speech hardly tends to remove all doubts as to the exact legal position of the problem. For it is significant that Sir AUSTEN was referring to one treaty only as indicating the limit to which his government is at present prepared to go. The treaty referred to was that of Locarno. But what about the Covenant of the League of Nations, that greater and basic Treaty with which the representation of world-wide commitments is usually associated in our minds? Has the obligation imposed by it become so much part of the public law of Europe as not to be in need of special mention, or are there other reasons accounting for this omission? It is intended here to consider the actual state of the law in this respect. No attempt will be made to suggest possible lines of policy.

The two international documents in which this country has after the war undertaken obligations in the interests of the peace of the world and of the maintenance of the Peace Treaties and of the frontiers laid down by them are the Covenant of the League of Nations and the Locarno Security Pact of December, 1925. The latter may, and as a rule is, regarded as giving effect to an essential principle of the Covenant, and is here referred to only for the purpose of illustration. On the whole, the British commitments as laid down in these two international Treaties may conveniently be dealt with under three headings: (1) the general guarantee of the Covenant of the League; (2) the sanctions of the Covenant; (3) the special guarantee of the Locarno Pact.

The General Guarantee of the Covenant.—Article 10 of the Covenant of the League provides that:—

> "The members of the League undertake to respect and to preserve as against external aggression the territorial integrity and existing political independence of all members of the League. In case of any such aggression or in case of any threat or danger of such aggression the Council shall advise upon the means by which this obligation shall be fulfilled."

If these two solemn sentences were interpreted according to principles of interpretation generally accepted both in municipal and international jurisprudence, then the obligations of Great Britain (and of other countries) would be so clear as to render superfluous both the Locarno Pact and the recent discussions on the British unwillingness to incur fresh obligations. It would be difficult to imagine a commitment more comprehensive. But the international lawyer, searching after the real intention of the parties both at the time when the Covenant was signed, and as expressed in the course of the subsequent development of the League, is not at liberty to interpret it in this way. President WILSON, the spiritual father of the Covenant, thought Art. 10 to be the key-stone of the League. A few months later, he deemed it possible to describe it as a merely moral obligation with no legal sanction attaching to it. This divergence in the appreciation of the legal weight of a world-wide obligation was, it seems, an ominous anticipation of the future course of events. It also characterises fully an altogether abnormal situation. It is true that from the strictly legal point of view the Article raises some points of great difficulty. Thus, for instance, it could be maintained that Art. 10 constitutes merely a collective guarantee in the meaning attributed to it in 1867 by Lord DERBY in regard to the collective guarantee of the neutralisation of Luxemburg, namely, that the obligation ceases to be operative in case it is violated by one of the guarantors. This interpretation of a collective guarantee is almost unanimously repudiated by publicists; it is in conflict with the wording of the Article which speaks of the "Members of the League," as guarantors and not of the League as a whole; and, last but not least, it does not appear to have been interpreted in this manner by the British Government itself. In the official commentary of the Covenant issued by Great Britain, the restrictive clauses, if any, in the interpretation of Art. 10 were that it by no means constitutes a guarantee from the danger of internal revolution, and that it does not preclude the possibility of peaceful adjustment of obsolete treaties as contemplated in Art. 19 of the Covenant. Also, much argument was devoted to elucidate whether Art. 10 contemplates protection from every disturbance of territorial possession, or whether it aims at such external aggression only as has as its object a forcible and permanent change in the territorial or political *status quo*. And it was for a time a matter of discussion, what is the character of the advice to be given by the Council in case of aggression, or of what kind should be the measures taken in fulfilment of the guarantee. But all these points of difference could be settled by an impartial legal discussion or by an authoritative judicial pronouncement.

However, the fact which governs the entire situation is that, as a result of international events subsequent to the making of the Covenant, Art. 10 has lost, so far as the legal convictions of the signatory states is concerned, the character of an obligation which is binding beyond all doubt. The very circumstance that it was deemed necessary to give at Locarno a special guarantee in respect of the western frontiers of Germany; that other nations anxiously asked for a like guarantee; that it had been refused to them then and was refused a month ago—all this shows what is the legal *communis opinio* on the matter. One of the most important of those subsequent events was the refusal of the United States to join the League, and the persistence with which it continues to regard the League not as the nucleus of the organised community of nations, but as a political and military alliance. This refusal knocked out the bottom of the guarantee of Art. 10, and reduced it to a mere shadow of its former self. The second assembly of the League of Nations was of the opinion that the sanctions envisaged in Art. 16 do not apply to violation of Art. 10 as such. Already at the first assembly of the League, Canada proposed that Art. 10 should be deleted altogether. The second and third assemblies discussed this proposal with mixed feelings and the fourth assembly voted the following interpretative resolution with all votes, including those of the Great Powers, against the vote of Persia (twenty-two states did not take part in the voting):—

> "It is in conformity with the spirit of Art. 10 that, in the event of the Council considering it to be its duty to

recommend the application of military measures in consequence of an aggression or danger or threat of aggression, the Council shall be bound to take account, more particularly, of the geographical situation and of the special conditions of each state,

"It is for the constitutional authorities of each member to decide, in reference to the obligation of preserving the independence and the integrity of the territory of members, in what degree the member is bound to assure the execution of this obligation by employment of its military forces;

"The recommendation made by the Council shall be regarded as being of the highest importance and shall be taken into consideration by all the members of the League with the desire to execute their engagements in good faith."

This resolution was not adopted because of the dissentient vote of Persia. But even had it been adopted, it is not clear what advance it marks upon the road of the realisation of the idea embodied in the Article. That the Council's recommendation does not partake of the nature of a command may and should be admitted without in the least denying the legal obligation arising out of Art. 10. And it is generally conceded that in every treaty of guarantee it is for the guarantor acting in good faith to judge whether the *casus fœderis* has arisen and by what means it has to be met. But the interpretative resolution failed to remove the fundamental doubt attaching to Art. 10.

The international lawyer, when expressing an opinion on the binding force of Art. 10, is thus faced by conflicting sources of law none of which he is at liberty to disregard: on one hand the written solemn obligation of the Covenant, weakened, but by no means repealed, by the interpretative resolution; on the other, the equally solemn and repeated repudiation of the obligation otherwise inevitably following from the general terms of the guarantee. Is the written document decisive? Or is it the unmistakable interpretation put on it by the conduct of the interested parties? Whatever the answer to this question may be, it is submitted that an international judicial tribunal would not be at liberty to interpret Art. 10 only and exclusively by reference to its wording. It must be admitted that Art. 10 designed as the key-stone of the Covenant is at present its chief weakness, and a fruitful source of uncertainty as to the legal and moral value of the Covenant as a whole.

The Sanctions.—The object of Art. 16, which deals with sanctions, is mainly to repress recourse to war in violation of the provisions of the Covenant, i.e., recourse to war undertaken in disregard of an unanimous report of the Council, of an award or judicial decision, or of the moratorium laid down in the Covenant (these cases are covered by Arts. 12, 13 and 15 of the Covenant). The provisions of this Article are, on the whole, clear, both in respect of their binding force and of the conditions in which they are meant to be applied. The sanctions may be of a military character. Thus the second paragraph of Art. 16 lays down that in case of disregard of the obligations referred to above, the Council shall recommend what effective military, naval or air force the members of the League shall severally contribute to the armed forces to be used in protection of the Covenant of the League. However, the centre of gravity of Art. 16 lies in the application of so-called economic sanctions. Article 16 provides that should any member of the League resort to war in disregard of Art. 12, 13 or 15 "it shall *ipso facto* be deemed to have committed an act of war against all other members of the League, which hereby undertake immediately to subject it to the severance of all trade or financial relations, the prohibition of all intercourse between their nationals and the nationals of the Covenant-breaking state, and the prevention of all financial, commercial or personal intercourse between the nationals of the Covenant-breaking state and the nationals of any other state, whether a member of the League or not." The obligations contained in this Article are no doubt extensive and might under circumstances prove ineffective unless accompanied by a declaration of war. But the range of possible commitments is here considerably lessened by the fact that it is for every member of the League to judge for himself whether a case calling for the application of sanctions has arisen.

The Locarno Guarantee.—In this Treaty, Great Britain has undertaken, for one specific case and for one special frontier, that guarantee which a literal interpretation would attach to Art. 10 of the Covenant. In the Security Pact of Locarno, of 6th October, 1925, she guarantees the maintenance of the territorial *status quo* resulting from the frontiers between Germany and Belgium and between Germany and France as fixed by the Treaty of Versailles. Thus Locarno virtually embodies that guarantee of the French frontier which Great Britain promised to give in 1919 under the (unfulfilled) condition that the United States would become a party. By an express provision of the Locarno Pact, the guarantee is declared to be a collective and several one, which means that the guarantors are under an individual obligation irrespective of the attitude of other co-guarantors.

The Covenant and the Protocol.—It is necessary for the right appreciation of the question of commitments to devote a few remarks to the contention that the Geneva Protocol of 1924 does not extend the obligations under the Covenant, and that it only gives shape to its provisions. This would be true, to a certain extent, if Art. 10 of the Covenant had remained unshaken as a matter of clear legal duty. But this, as we have seen, is doubtful. Further, the sanctions are not directed against war in general, but only against recourse to war undertaken in violation of the Covenant. And—as is well known—the Covenant contains no general prohibition of war. The Protocol, it is true, contains certain loop-holes, but under its provisions the possibility of war is reduced to a minimum. The obligations of the contracting parties are correspondingly higher under the Protocol than under the Covenant.

It is not for the lawyer to express an opinion on the merits of the British refusal. It is not for him to consider the possibility of the common security being enhanced by additional commitments. Some will insist that this attitude is not in keeping with the undeniable fact of interdependence, from which there is no escape. All this may or may not be true. But whatever doubts the international lawyer may have in other directions, he will note, not without satisfaction, the sense of international duty which reveals itself in that refusal to give undertakings which may prove impossible of execution. If international obligations are to be sacred, then they should not be incurred lightly. It is better, from the point of view of international law, that no promises should be made, than that they should be made subject to a sinister *reservatio mentalis*.

The Use and Abuse of Blank Cheques.

It is often found convenient to sign a cheque form, leaving the amount and payee's name to be filled in—if at all—by a trusted friend or employee. If either of the latter prove dishonest, the liability of the drawer depends on the intention with which he handed over the cheque. The matter has been considered this year in *Guildford Trust, Ltd.* v. *Goss*, 43 T.L.R. 167, in which the following were the facts: The Kent Match Syndicate had five partners—Goss and Holdaway being two of them. The syndicate had a manager who used to send blank cheques to Goss, the person authorised to operate the bank account. It was then the manager's duty to affix a rubber stamp (indicating that they were the syndicate's cheques), and to use the cheques to pay accounts owing by the syndicate. Ten

cheques, having been signed by Goss, were allowed by the manager to get into the possession of HOLDAWAY. The latter put the rubber stamp on five, but allowed the other five to remain, apparently, the personal cheques of Goss. A third partner was induced to indorse the whole ten, which were post-dated, and HOLDAWAY then inserted his own name as payee and showed them to the Guildford Trust, Ltd., who advanced £400 on loan; £200 was repaid by two cheques bearing the syndicate stamp, but a third similar cheque was dishonoured. The Guildford Trust, Ltd., then presented a fourth, apparently a personal cheque of Goss, but really one of the five which HOLDAWAY had omitted to stamp. This cheque was dishonoured, and the Guildford Trust, Ltd., brought an action for £100 and interest against Goss and the indorser, who both relied on the fraud of HOLDAWAY as one of their grounds of defence.

Mr. Justice BRANSON decided that the fact that the cheque was post-dated, and that a person (whose name appeared as a partner on the firm's notepaper) was dealing with cheques signed by other partners, was no evidence of fraud. As indorsees for value, the plaintiffs were *primâ facie* entitled to succeed. A further defence was that the cheque was signed as an escrow, and—as the condition as to the adding of the rubber stamp had not been fulfilled—no liability attached to Goss or the indorser. The plaintiffs' reply was that when Goss signed the cheques he intended them to be used as such, and that it was not a case of documents being handed over for issue in certain circumstances which had not arisen. The learned judge held that as the syndicate was an ordinary partnership—even if the rubber stamp had been added, and the cheque had been negotiated in the way intended—Goss would have still been liable for the full amount. The plaintiffs were therefore entitled to judgment as holders for value in due course.

A case on the other side of the line was *Paine* v. *Bevan*, 1914, 110 L. T. 933. PAINE was a stockbroker, who employed a confidential clerk, the latter being entrusted with the duty of filling in the amounts and the names of clients as payees, in cheques previously signed in blank by the principal. The clerk had an account with the defendant BEVAN, a turf commission agent, the two having been introduced by a mutual friend, who explained that the clerk always paid his accounts with his firm's cheques. The clerk paid BEVAN sums totalling £247 9s., having filled in the counterfoils of PAINE'S cheque book with the names of various tradesmen, and having suppressed the paid cheques sent back from the bank. In an action for conversion by PAINE, the defence was that he was estopped from denying that he authorised, and was a party to, the above payments by cheque. It was admitted that BEVAN took the cheques in good faith, and without notice of the fraud, but under the Gaming Act, 1835, he had received the cheques on an illegal consideration, and was therefore not a holder in due course. He was therefore not protected by the Bills of Exchange Act, 1882, s. 20 (2), which enacts (in reference to the delivery of a simple signature, on a blank stamped paper, by the signer to another having authority to complete it) that: "if any such instrument after completion is negotiated to a holder in due course it shall be valid and effectual for all purposes in his hands, and he may enforce it as if it had been filled up within a reasonable time and strictly in accordance with authority given."

Mr. Justice BAILHACHE held that as a commission agent who takes a cheque under such circumstances is in no better position than a donee, the doctrine of estoppel did not apply. A donee of a cheque gets no better title than the person who gives it to him, although it is true that a donee may, by indorsing a cheque, confer a good title. It does not follow that a holder who is not a holder for value (though a holder in good faith) can prevent himself from being liable to an action for conversion if he deals wrongfully with the cheque. The turf commission agents had no better title than the confidential clerk, and judgment was therefore given against them for the amount received as proceeds of the cheques.

The doctrine of estoppel did apply, however, in *Lloyds Bank, Ltd.* v. *Cooke*, 1907, 1 K.B. 794. In that case the bank required collateral security for the overdraft of their customer, COOKE. The latter's brother-in-law, SANBROOK, agreed to give two promissory notes for £250 each as such security, and signed two blank forms for COOKE to fill up. The stamp on each was sufficient to cover £1,000, and COOKE accordingly inserted that amount in one of the notes, and handed it to the bank. In the subsequent action, the jury found that (1) the note was signed by SANBROOK in blank; (2) his authority to COOKE was to insert £250 in each; (3) COOKE acted fraudulently in inserting £1,000. At the trial judgment was therefore given in favour of the defendant, SANBROOK, in reliance on the Bills of Exchange Act, 1882, s. 20 (2), set out above (at the end of the third paragraph), the important part being the concluding words of the sub-section: "and strictly in accordance with the authority given."

The Court of Appeal held, however, that the bank was entitled to judgment against SANBROOK. Sir RICHARD HENN COLLINS, M.R., rejected the argument that, in the case of a negotiable instrument, the rights of the parties must be ascertained solely by reference to the statute relating to such instruments. The question in the case was purely one of estoppel at common law, and the bank was entitled to treat the whole £1,000 as properly advanced to COOKE by the authority of SANBROOK. COZENS-HARDY, L.J., held that a document signed and handed to an agent of the signer (that being COOKE'S position) for the purpose of borrowing money on it, must be treated as having been filled up in accordance with the authority given. FLETCHER MOULTON, L.J., concurred.

The last-mentioned case was unsuccessfully relied on by the plaintiff in *Smith* v. *Prosser*, 1907, 2 K.B. 735, in which the facts were as follows: PROSSER had left unstamped lithographed promissory note forms, bearing his signature only, with two agents in South Africa, to whom he also gave a power of attorney. PROSSER instructed his agents to retain the forms until he gave instructions from England to raise money by issuing them as notes. Without waiting for instructions, one of the agents fraudulently filled up the notes for £478 6s. 8d., and sold them to SMITH. The latter was informed of the power of attorney, but made no enquiry as to its terms. The adhesive stamps requisite under English law in the case of promissory notes made out of the United Kingdom were affixed before action. At the trial judgment was given in favour of the defendant, on the ground that the notes had not been properly negotiated.

The Court of Appeal affirmed this judgment. VAUGHAN WILLIAMS, L.J., stated that, in the present case it was plain, upon the facts, that the defendant did not issue, and did not authorise his attorney to issue, the promissory notes; nor did he authorise anyone to fill them up; he merely handed the notes to his attorney and told him that he was to fill them up when he received instructions to do so. In the absence of intention there was no estoppel binding the signer. FLETCHER MOULTON, L.J., agreed that there was no intention on the part of the signer that the piece of paper should form the basis of a negotiable instrument, and that the action therefore failed. Lord WRENBURY (then BUCKLEY, L.J.) agreed that the appeal failed on the ground that the promissory notes never became negotiable instruments.

The cases show that no distinction can be drawn between the case of a blank promissory note and a blank cheque. At first sight it might appear that a person signing a blank cheque—ready stamped, and with the bankers' name filled in—must necessarily intend that it should be used as a negotiable instrument, so as to be estopped from disputing the amount to a subsequent holder. Against this view, there is the above

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case of *Smith* v. *Prosser*, in which the documents were practically the same as blank cheques, being already lithographed as promissory notes, and no stamp being necessary under the Cape law. There are two lines of decisions, and it must be decided under which heading a particular case falls. The leading case—if an agent has carried out a transaction for which he was authorised, but has exceeded his limit—is *Brocklesby* v. *Temperance Permanent Building Society*, 1895, A.C. 173. The doctrine of estoppel is then applicable. If, on the other hand, a blank instrument has been placed in the hands of an agent, without any authority to fill it up at all —the leading case is *Baxendale* v. *Bennett*, 3 Q.B.D. 525, and the doctrine of estoppel does not arise.

A Conveyancer's Diary.

Death Duties.

Such far-reaching changes have been made by various provisions relating to death duties contained in the 1925 Property Acts that a brief general survey thereof may serve a useful practical purpose. We will treat this week of the persons accountable for the duties and of their powers to raise the necessary money for paying them, leaving all other matters to be dealt with next week.

Persons Accountable.

The persons accountable for death duties which may become leviable or payable on the death of a person entitled to any estate or interest in land are :—

(1) the deceased's personal representative : L.P.A., 1925, s. 16 (1) ; or

(2) the owner of the legal estate in such land other than a purchaser who acquires a legal estate after the charge for death duties has attached and free from such charge : *ib.*, sub-s. (2).

The personal representative is accountable in respect of the death duties payable in respect of land vested in the deceased and devolving upon the representative " by virtue of any statute or otherwise." Land is expressly made to include settled land, and though there does not seem to be any express provision in the L.P.A., 1925, that the expression " personal representative " should for the general purposes of the Act include a special personal representative, it is obvious that it is used to include such representatives in s. 16, where the land devolves upon them.

It may be well to bear in mind that a personal representative is defined to mean, as regards liability for the payment of death duties, any person who takes possession of or intermeddles with the property of a deceased person without the authority of the personal representatives or the court, i.e., in effect, includes an executor *de son tort :* L.P.A., 1925, s. 205 (1) (xviii).

The estate owner is accountable in every other case for the death duties leviable in respect of an interest in land capable of being over-reached by him. As is pointed out in 1 Wolst. and Cherry, at p. 169, in the majority of cases duties become payable on the death of the estate owner and the persons then accountable will be the personal representatives ; but examples may be given of deaths on which duties may be payable and as the result of which there will be no devolution of any interest on the deceased's personal representatives, e.g., the death of a jointress or other person entitled to a family charge. Those are the " other cases " referred to in s. 16 (2).

The statutory duties of a personal representative or estate owner are merely to account for the death duties in so far as they have or ought, but for their own neglect or default, to have assets available for paying them : L.P.A., 1925, s. 16 (6). There is nothing in any of the Acts to affect the liability of the persons beneficially interested or their respective interests to account for, pay or repay the duties together with any interests or costs attributable thereto to the Commissioners, personal representative or estate owner, as the case may require : see s. 16 (5).

Section 16 still preserves the liability of real estate to pay its own duties : *Re Morris*, 1927, 71 Sol. J. 472 ; see also Ad. of E.A., 1925, s. 53 (3) (*c*) ; 1st Sched., Pt. II, para. 8 (*b*) ; though they may be paid in the first instance out of funds not ultimately liable : s. 16 (1); and see 2 Wolst. & Cherry, p. 573.

Raising of Money for Payment.

For the purpose of raising the duty, and the costs of raising the same, the personal representative and other person accountable as aforesaid shall have all the powers which are by any statute conferred for raising the duty : L.P.A., 1925, s. 16 (3). What are the statutory powers referred to ?

(1) A rateable part of the estate duty on an estate constitutes a first charge on the property in respect of which duty is leviable. Further, a person authorised or required to pay the estate duty may raise the amount of the duty and any interest and expenses incurred by the sale or mortgage of or a terminable charge on that property. A person having a limited interest in any property who pays the estate duty in respect of that property is entitled to a like charge, as if the estate duty in respect of that property had been raised by means of a mortgage to him, but he must register his charge : L.C.A., 1925, s. 10, class C (ii). Any money arising from the sale of property comprised in a settlement, or held upon the trusts of a settlement, and capital money arising under the S.L.A., 1925, may be expended in paying any estate duty in respect of property comprised in the settlement and held upon the same trusts, e.g., the proceeds of sale of heirlooms settled to devolve therewith : *Re Earl of Egmont's S.E.*, 1912, 1 Ch. 251. See generally Fin. Act, 1894, s. 9.

(2) Under S.L.A., 1925, s. 71 (1), the tenant for life may raise the money required for the purposes therein mentioned on the security of the settled land, or of any part thereof, by a legal mortgage, and the money so raised will be capital money for that purpose and may be paid accordingly. Among the purposes mentioned in the section is

" (1) Discharging an incumbrance on the settled land or part thereof."

The result is that if estate duty is payable in respect of the settled land, such duty is a charge thereon by virtue of the Fin. Act, 1894, s. 9, and is therefore an incumbrance within s. 71 (1) (i), *supra*.

(3) Trustees for sale have, in relation to land or the proceeds of sale thereof, been given all the powers of a tenant for life under the S.L.A., 1925 : L.P.A., 1925, s. 28 (1). Capital money arising on the exercise of such powers may be applied for any purpose authorised by the S.L.A., 1925. Hence trustees for sale have the same powers as tenants for life under the S.L.A., 1925, with respect to the raising of money to pay death duties.

(4) Finally personal representatives have for the purposes of administration " all the powers, discretions and duties conferred or imposed by law on trustees holding land upon an effectual trust for sale (including power to over-reach equitable interests and powers) as if the same affected the proceeds of sale " : Ad. of E.A., 1925, s. 39 (1) (ii). These powers which have been conferred upon personal representatives are in addition to and independent of the common law powers applied to " real representatives " by Ad. of E.A., 1925, s. 2 (1).

(*To be continued*).

THE MIDDLESEX HOSPITAL.

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Landlord and Tenant Notebook.

Waiver of Right to Relief Against Forfeiture.

The decision of the Court of Appeal in *Nance* v. *Naylor*, 1927, W.N. 257, raises the important question whether a tenant may waive the right which the law gives him, in certain cases, of relief against forfeiture on the ground of breach of condition. Judgment had been obtained against the tenant, who was in arrear with his rent, for possession, rent and mesne profits. Subsequently writs of fi. fa. and possession were delivered to the sheriff's officer for execution, but the tenant obtained a stay, by entering into an agreement with the landlord whereby in consideration of the landlord's withholding the writ of possession he undertook to pay the amount of the debt and costs under the fi. fa., and to give vacant possession of the premises by a certain date. The tenant carried out the terms of this agreement, except in so far as it referred to giving up possession of the premises, and this he refused to do, taking out eventually a summons for relief against forfeiture.

In ordinary cases the tenant is entitled to relief against forfeiture on the ground of non-payment of rent, this being a right which the tenant enjoys in equity and by statute. The material statutory provisions are contained in s. 210-212 of the Common Law Procedure Act, 1852, s. 210, of that Act being the principal provision with which we are concerned. That section may be regarded as having limited to a certain extent the right to relief against forfeiture which was granted by equity.

Equity indeed never imposed any definite time limit within which such relief might be claimed by a tenant, even after judgment had been obtained and execution executed thereon. By s. 210 of the Common Law Procedure Act, 1852, however, it was provided that such relief could in no case be granted or claimed where judgment had been obtained and execution levied thereon, unless the arrears of rent and costs were paid, and proceedings for relief in equity were taken, not later than six months after such execution. These statutory provisions, it should be remembered, are still in force, and have not been repealed by the Property Acts or the Supreme Court of Judicature Act, 1925. Indeed, s. 46 of the latter Act appears expressly to preserve the tenant's rights in the matter, this section being as follows: "In the case of any action for a forfeiture brought for non-payment of rent the High Court or a judge thereof, shall have power to give relief in a summary manner, and subject to the same terms and conditions in all respects as to payment of rent, costs and otherwise, as could formerly have been enforced in the Court of Chancery, and if the lessee, his executors, administrators or assigns are so relieved, they shall hold the demised premises according to the terms of the lease, and without the necessity of any new lease."

As far as we are aware there does not appear to be any previous authority on the point which the Court of Appeal were asked to determine in *Nance* v. *Naylor*, i.e., whether relief against forfeiture for non-payment of rent may be given to a tenant who has agreed to give up possession of the premises to his landlord. Certainly the right to grant relief is not necessarily confined to cases where proceedings for forfeiture have been taken, and an order obtained from the court. Thus, in *Howard* v. *Fanshawe*, 1895, 2 Ch. 581, the court granted relief, where a landlord had obtained peaceable possession without having resort to the courts.

In his judgment in that case (*ib.*, at p. 588), Stirling, J., said: "The authorities appear to me to establish that the ground on which courts of equity formerly gave relief, was that the *proviso for re-entry was in the eye of the court simply a security for the rent*: and on principle, I cannot see that it makes any difference whether the lessor avails himself of such security with or without the assistance of a court of law."

This case, however, leaves untouched the question whether a tenant can waive his right to relief against forfeiture. For any such agreement to waive a right to relief there must in any case be consideration, unless the agreement is under seal. Can the decision in *Nance* v. *Naylor* be possibly explained on this ground, viz.: that there was no consideration moving from the tenant in order to support an (implied) promise by him to waive his right to relief. To put the matter simply, the existence of consideration may be regarded as depending on whether some benefit accrues to the promisor or some detriment to the promisee, the law not being concerned however with the adequacy of the consideration. Was, therefore, any benefit obtained by the tenant or any detriment suffered by the landlord in *Nance* v. *Naylor*, sufficient to support the (implied) promise of the tenant to waive his right to relief against forfeiture on the ground of non-payment of rent? In our submission there clearly was such consideration, since not only had the tenant the advantage of continuing a little longer in possession, but the landlord also suffered the detriment of being kept out of possession of the premises during that period. It is true that the tenant was obtaining a concession which he might have obtained direct from the court by paying up the arrears and costs, and by making an application for relief on the terms that he should pay such arrears and costs on the day on which he in fact agreed with the landlord to pay the same, but at the same time it can scarcely be questioned that the tenant at any rate was deriving some benefit from the bargain, however slight it might have been. If one therefore were to base the decision in *Nance* v. *Naylor* on the ground that there was no consideration for the agreement on the part of the tenant, then it is submitted that the actual decision in that case cannot be supported.

The view here taken, however, is that the *ratio decidendi* of that case rests on a correct understanding of the nature of the relief which equity gives against forfeiture for non-payment of rent.

Storey, in his "Equity Jurisprudence" (ss. 1314, 1315) takes the view that the granting of relief for non-payment of rent, is an application of the general equitable principle that, "whenever a penalty is inserted merely to secure the performance or enjoyment of a collateral object, the latter is considered as the principal intent of the instrument; and the penalty is deemed only as accessory, and therefore as intended only to secure the due performance thereof" (cf. *Hill* v. *Barclay*, 18 Ves. 58). It may be argued therefore that the relief which the court grants a tenant, against forfeiture for non-payment of rent, is of exactly the same nature as that granted to a mortgagor for non-payment of the mortgage debt on the appointed day, so that relief against forfeiture for non-payment of rent in the case of a lease is exactly what the equity of redemption is in the case of a mortgage.

In the case of a mortgage, the courts of equity resolutely set their faces against any agreement, which has the effect of evading or hindering the mortgagor's right to redeem, such stipulations being regarded as clogs on the equity of redemption, and therefore of no force or effect whatsoever.

If then relief against forfeiture is to be regarded in the same light as the equity or redemption, it may conceivably be argued that any stipulation which has the effect of depriving the tenant of his right to such relief is to be regarded as being a "clog," and accordingly unenforceable, and it is on this ground, it would appear, that the decision in *Nance* v. *Naylor* may be explained.

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MORTGAGE BY DEPOSIT OF DEEDS TO SECURE ANOTHER'S OVERDRAFT—COLLATERAL SECURITY NOT KNOWN TO BE SUCH BY THE MORTGAGOR—HOW FAR AMOUNT SECURED LIMITED BY STAMP.

1003. *Q.* A mortgages the deeds of certain property to a bank to secure the account of his son, B, and the mortgage deed contains a proviso that if A should repay to the bank on demand all sums of money owing to the bank by B then the bank would re-convey the property to A. A now wants his deeds back, and the bank claims that B is owing to the bank a sum far in excess of the value of the premises and that they will not part with the deeds until this sum is repaid. No specific sum was mentioned in the mortgage. On behalf of A we enquired as to the stamp duty on the mortgage deed, and urged that A's deeds could not be retained for a greater loan than was covered by the stamp duty. The bank replied that it does not matter how many properties the bank take to secure an overdraft, that they place no particular value on any one property, nor are documents separately stamped to cover any particular amount, that there must be one document which is called the primary, and that it does not matter what the value of the primary one is; in fact it may be the least value, but that primary document must be stamped to cover the whole amount of the overdraft. Every other document is stamped sixpence, with a maximum of ten shillings and denoted. The mortgage which A in fact executed is only stamped ten shillings, but is denoted as being stamped in conjunction with a primary one of £4. A knows nothing of the primary document, and was not a party to it. A contends that the maximum amount of his liability is for an amount covered by the ten shilling stamp impressed upon the mortgage which he executed. Is this correct? Incidentally, the property is worth about £2,000, and A's intention when he lodged the deeds with the bank was that B should have an overdraft of £500. The bank now say that B owes them over £3,000 and claim that if the property is sold the bank will be entitled to the full proceeds of sale.

A. The mortgage being under seal was not an equitable mortgage within the Stamp Act, 1891, s. 86 (2), and was therefore liable to be stamped 2s. 6d. per £100 *ad valorem*, if a primary security, or sixpence per £100 as a "collateral, additional or auxiliary security," the fact in the latter case being indicated by a "denoting stamp" under s. 11. In theory, every instrument bears its proper stamp before execution (see "Alpe," 16th ed., p. 42). In practice of course stamps are almost invariably impressed after execution. A then probably executed the charge on unstamped paper. Had it been stamped with 10s. and the denoting stamp he or his advisers would have been aware that the security was good up to £2,000 and might be good to any amount if stamped in accordance with s. 88 (2). The answer to the above question must of course depend on the exact form of the charge, but, if it was to secure an unlimited overdraft, the opinion here given is that, apart from the question whether notice must not be imputed to A as to the denoting stamp (since he could have insisted on impression before execution) or the issue whether the stamp can be regarded as a material part of the contract at all, A risked increase of liability under s. 88 (2) whatever the original stamp may have been. If this is the right view, therefore, the contention of the bank prevails.

SETTLED LAND—DEATH OF TENANT FOR LIFE—TITLE.

1004. *Q.* A B died in March, 1915, having by his will devised all his real and personal estate unto his wife C D for and during the term of her natural life, and from and after her decease, the same to be equally divided between his children but without appointing any executor or trustee. Letters of administration with the will annexed were granted to C D in April, 1915. C D died in April, 1927, leaving separate estate and having made her will, of which she appointed E F and G H executors. A B was the estate owner in respect of the two freehold messuages the rents of which were received by C D during her lifetime. A grant of probate of the will of C D including the settled land was granted on the 28th May, 1927, to E F and G H. The two houses forming part of the estate of A B have now been sold. A B left eight children, one of whom was killed in 1917. The points for consideration are:—

(1) Do the two messuages forming part of the estate of A B pass to E F and G H? If so, in what capacity and under what Act and section?

(2) Have E F and G H a power of sale of such estate? If so, in what capacity, and what is the authority?

(3) Is it necessary to get the consent of the children of A B, who are all *sui juris*?

A. On 31st December, 1925, C D was personal representative of A B, and therefore became trustee for the purposes of the S.L.A., 1925, under s. 30 (3). But since she was only A B's administrator and not executor, her executors were not A B's personal representatives, and were not trustees for the purposes of the Act. Strictly speaking, therefore, they had no inherent right under the A.E.A., 1925, s. 22 (1) to a grant in respect of the land settled by A B's will, but since they have obtained it, they have the full powers of special representatives, see *Hewson* v. *Shelley*, 1914, 2 Ch. 13, and the A.E.A., 1925, s. 27. In answer to the questions put therefore:—

(1) Yes, as above.

(2) Yes, either under their inherent power as special representatives (see q. 889, p. 632, *ante*, and references there made) or under the L.P.A., 1925, 1st Sched., Pt. IV, para. 2.

(3) No. See L.P.A., 1925, s. 42 (1).

INFANT—SETTLED LAND UNDER INTESTACY—TRUSTEE OF SETTLEMENT.

1005. *Q.* A died in 1917 intestate, leaving real and personal estate, his heir-at-law being an infant grandchild. Letters of administration to A's estate were granted to his widow and the personal estate was duly administered, but the real estate was not dealt with in any way. A's widow died in July, 1922, intestate, and the heir-at-law of A is still an infant.

(*a*) Was a settlement deemed to have been made by A under the S.L.A., 1925, s. 1 (2), in respect of the real estate, with the widow as trustee thereof under s. 30 (3) of the Act?

(*b*) If so, would a grant of letters of administration constitute her personal representative a trustee of the settlement by virtue of s. 34 (2) of the Act, with the obligation to appoint an additional trustee under s. 30 (3), or with power to appoint new trustees under s. 64 (1) of the T.A., 1925, or, on the other hand, would it be necessary to obtain a grant of letters of administration in respect of A's real estate on the widow's death as settled land which was vested in her?

It is presumed that the widow was a trustee of the settlement within the meaning of para. 3 (1) of the 2nd Sched. to the S.L.A., 1925, as otherwise the property would appear to have become vested in the Public Trustee on the 1st January, 1926.

A. (*a*) Yes.

(*b*) The widow's administrator would not be a personal representative of A (see Ad. of E.A., 1925, s. 7) so as to constitute such administrator a S.L.A. trustee of the settlement under S.L.A., 1925, s. 30 (3). Until, however, the appointment of new trustees the personal representative for the time being of a sole trustee (A's widow in our case) is capable of carrying out the trust and appoint new trustees: T.A., 1925, ss. 18 (2) and 64. The opinion is here given that this provision applies to the personal representative of a S.L.A. trustee not appointed by the Court; see Wolst. & Cherry, vol, 2, p. 370.

WILL—EXECUTORY LIMITATION—DYING WITHOUT ISSUE—CONVEYANCE TO BENEFICIARIES.

1006. *Q.* A, who died in 1898, by his will appointed X, Y and Z his executors and trustees and gave to them all his real and personal estate, upon the trusts declared therein. He directed that eight leasehold houses should stand upon trust for his children, and specified how the houses were to be divided amongst them and how the ground rent was to be apportioned. The will contains a clause: "If any of my said children shall die without leaving issue living at his, her or their decease my trustees shall stand possessed of as well the houses originally given in trust for my said children under the trusts hereinbefore contained as the shares in such houses under this executory trust upon trust for the other and others of my said children in equal shares as tenants in common." Two of the testator's children have issue living who have attained twenty-one. Can they require the property given in trust for them to be vested in them absolutely? If so, two of the trustees having died, can the sole surviving trustee do this by means of an assent?

A. The limitation falls within C.A., 1882, s. 10 (now L.P.A., 1925, s. 134); so such of the testator's children as have issue living who have attained twenty-one are absolutely and indefeasibly entitled and can require the trustees to vest the property in them absolutely. Having regard to the fact that the testator died as long ago as 1898, the proper procedure is for the surviving trustee to convey the property, as trustee, to the beneficiaries.

If the children's children had attained twenty-one before 1st January, 1926, having regard to L.P.A., 1925, 1st Sched., Pt. II, para. 3, no such conveyance seems necessary.

DEBENTURE TRUST DEEDS—WHETHER NOW MORTGAGES.

1007. *Q.* Are debenture trust deeds to be looked upon as mortgage deeds since the L.P.A., 1925? "Wolstenholme," 11th ed., pp. 272, 274 and 515 (notes), says they are. The Trustee Act, 1925, s. 40 (4), seems to imply that they are not. The point is important as affecting the form and substance of the conveyance of property subject to such deeds. If they are not mortgage deeds the trustees of freehold and leasehold property appear to hold the legal estate and the full term (if the mortgage was by assignment) as before the Act; and to be the persons to convey such estate; if they are mortgage deeds such trustees only have a mortgage term in such cases, and the company must convey, the trustees joining to assign the mortgage term only.

A. The question whether a particular deed is a mortgage or not must depend upon its exact terms, and for pre-1926 deeds judges would not for all purposes be bound by the definition of "mortgage" in the L.P.A., 1925, s. 205 (1) (xvi), even if that definition were exclusive, which it does not appear to be. The T.A., 1925, s. 40 (4) does not operate to prevent a debenture trust deed taking effect as a mortgage, though, for convenience no doubt it excludes the necessity for formal transfer. Perhaps the questioners have it in their minds that a pre-1926 debenture trust deed may take the form of a conveyance with a power of or trust for sale to arise on certain events. But if the essence of the transaction is to create a security, it is a mortgage, and in fact deeds in such form have been held to be mortgages within the R.P. Limitation Acts in *Locking* v. *Parker*, 1872, L.R. 8 Ch. 30, and *re Alison*, 1879, 11 C.D. 284. On the reasoning of those cases pre-1926 debenture trust deeds in such form would be mortgages, to which the L.P.A., 1925, 1st Sched., Pt. VII or VIII, would apply according as the subject-matter was freehold or leasehold. Post-1925 debenture deeds are of course expressly subject to ss. 85 (3) and 86 (3), and the compilers of precedents appear to prefer charges in debenture deeds to be by way of legal mortgage (see e.g., "Prideaux," 22nd ed., vol. 2, p. 172) on which no question could arise

DEED OF ASSIGNMENT BY TWO PARTNERS—WHETHER PASSING PROPERTY HELD BY THEM UPON TRUST FOR SALE UNDER THE L.P.A., 1925, 1ST SCHED., PT. IV, PARA. 1 (2).

1008. *Q.* A and B (partners) in 1923 bought certain property which was conveyed "Unto and to the use of the purchasers in fee simple," there being no reference to the fact that the purchasers were partners. In 1925 A and B mortgaged this property to a bank to secure their current account. On the 1st January, 1926, by virtue of the L.P.A., the legal estate vested in A and B as joint tenants upon the statutory trusts subject to the bank's mortgage term. In June, 1926, A and B executed a deed of assignment to a trustee for the benefit of their creditors by which "All the real estate and personal estate whatsoever and wheresoever of the debtors" was conveyed to the trustee as to real estate in fee simple and as to personal estate absolutely. The trustee now desires to sell the property and the bank are willing to join in the conveyance as mortgagees and the question arises as to whether the trustee can do so without A and B joining in the conveyance? At the time of the execution of the deed of assignment, the property in question was vested in A and B on the statutory trusts, and the question arises whether that deed effectually passed the legal estate in the property to the trustee? "The statutory trusts" as defined by L.P.A., 1925, s. 35, are trusts to sell. A conveyance to a trustee for the benefit of creditors is not a sale within the definition in s. 205. It would appear that by the wording of the deed of assignment that deed merely conveys to the trustee the equitable interest of A and B in the proceeds and not the legal estate, and that in order to effectually convey the property to a purchaser, the trustee must obtain the concurrence of A and B in the conveyance to such purchaser. Is this so? Does s. 23 affect the matter? Is the conveyance by A and B to the trustee a conveyance under the direction of the persons interested in the proceeds of sale?

A. This question raises a point under s. 63 of the L.P.A., 1925, practically reproducing s. 63 of the C.A., 1881. If sub-s. (1) were taken literally, a conveyance of all their real estate by A and B would pass the legal estate in land which they held upon trust for others. It is suggested that sub-s. (2) would prevent this operation for the terms of the conveyance would show that this was not meant. If, however, it were proved that A and B were the only beneficiaries, s. 23 might operate to give full effect to s. 63 (1), and therefore to pass the whole interest. The opinion here given is that, subject, of course, to the exact terms of the deed, it would be held to do so, but the concurrence of A and B, if it can be procured without much difficulty, might save a future requisition.

SETTLED LAND—DEATH OF TENANT FOR LIFE—TITLE.

1009. *Q.* Testator, A, who died and whose will was proved in 1920, appointed his brother, B, sole executor and trustee, and gave all his real and personal estate unto his trustee, upon trust to permit the trustee's wife, C, to have the use and enjoy the same and receive the income thereof during her life, and upon her decease, the testator gave the whole of his estate to B, absolutely. C died in May, 1927. A client of

ours has now agreed to purchase a freehold house forming part of the testator's estate. So far as is known no vesting instrument was executed by B in favour of C. We have no information as to whether the tenant for life left a will. Can the trustee, and now sole owner, B, sell the real estate as absolute owner without the appointment of any trustees of the settlement, and should he first execute an assent in favour of himself? Question 821 on p. 467 of the current volume of the SOLICITORS' JOURNAL appears, to some extent, to deal with a similar situation.

A. On 1st January, 1926, the legal fee simple shifted to C by virtue of the L.P.A., 1925, 1st Sched., Pt. II, paras. 3 and 6 (*c*), and B became trustee for the purposes of the S.L.A., 1925, see s. 30 (3). B is, therefore, entitled to a special grant in respect of the settled land, under the A.E.A., 1925, s. 22 (1), if C died testate, or under the J.A., 1925, s. 162 (1), if intestate. Without this grant he cannot make title, but, when he has obtained it, he can either sell as special representative (see answer to *Q.* 889, pp. 631-2 *ante*, and references there made as to this), or, after assent to himself under the A.E.A., s. 36, under the S.L.A., 1925, s. 7 (5), as beneficial owner. The absence of a vesting instrument will not affect the title, and no new trustee of the settlement need be appointed—or, perhaps, could be, having regard to the fact that the land is no longer settled land.

Reviews.

Law of Intestate Succession in Scotland, with Comparative Tables showing division of moveables in Scotland and in England, and Notes on division of intestate estates in the Dominions. By JAMES WALKER, M.A., Advocate. Edinburgh and Glasgow: William Hodge & Co., Ltd. xxii and 188 pp. 15s. net.

This is a compactly-arranged and admirably-written book, bringing out, with great clearness, in numbered paragraphs, the rules governing intestate succession in Scotland. While England has disestablished and disendowed the heir-at-law and made the devolution of both real and personal estate, on intestacy, proceed on the same lines, Scotland has not yet done the like, and, consequently, the law as to succession to the two kinds of property has to be treated separately. This has been successfully done, the text being further illustrated by a series of tables. With regard to movables, i.e., personalty, Scots law has always differed considerably from English law. A domiciled Scotsman has not that absolute freedom of bequest possessed by his English neighbour. If he leaves a widow or children, or both, he cannot disinherit them; the widow is entitled to her *jus relictæ* and the children (unless forisfamiliated) to their legitim. This fact has a bearing upon intestate succession, inasmuch as the only portion of the estate of a man leaving a widow and children affected by the absence of a will is what is called the "dead's part." The learning on these matters is set out in detail, and the only criticism we venture to make is that the learned author has omitted to state the precise legal connotation of "forisfamiliation." In the index we find the entry: "Forisfamiliation, meaning of," but, although the subject is discussed at the page indicated, the meaning is not given. This, however, is a small matter. The relevant statutes are included, along with some useful notes on intestate succession in the Dominions, which add to the value of the treatise.

Books Received.

The Law Relating to Money-lenders. Second Edition, 1927. By GILBERT STONE and The Hon. DOUGALL MESTON (both of Lincoln's Inn, Barristers-at-Law). Demy 8vo. pp. xxxi and 392 (with Index). The Solicitors' Law Stationery Society, Ltd., London, Liverpool and Glasgow. 12s. 6d. net.

Underhill and Strahan's Principles of the Interpretation of Wills and Settlements. Third Edition. J. B. RICHARDSON, M.A., LL.B. Medium 8vo. pp. lxiii, 313 and (Index) 41. Butterworth & Co. (Publishers) Ltd. 17s. 6d. net.

Annual Report of The Central Discharged Prisoners' Aid Society (Incorporated), 1927. Victory House, Leicester-square, W.C.2.

The Scottish Law Review and Reports of Cases in the Sheriffs' Courts of Scotland. Vol. 43. No. 514. October, 1927. W. Hodge & Co., Ltd., Glasgow, Edinburgh, Aberdeen and Dundee. 2s. 6d. net.

Criminal Appeal Cases. Vol. 20. pp. 53 to 111. Part III. May, June, July and August, 1927. HERMAN COHEN. Sweet & Maxwell, Ltd. 15s. net. Prepaid subscription to Vol. 20, £2 net.

Bulletin of International News. Vol. IV. No. 6. New Series. 17th September, 1927. The Association for International Understanding, 10, St. James's-square, S.W.1.

Tolley's Tax Manuals—I. Business Profits; how computed and assessed for Income Tax purposes. Lists of Profits chargeable and expenses allowed. The Old Average and New System of Assessment, New and Discontinued Businesses, Losses, Partners, Companies, Changes in Owners and Partners, Wear and Tear, Claims, Returns, Assessment, Appeals, Payment, etc., with Examples. CHAS. H. TOLLEY, A.C., I.S., F.A.A., Accountant. 54 pp. 1927. Waterlow & Sons, Ltd, London Wall. 1s. 6d. net.

Sale of Food and Drugs Acts. Extracts from the Annual Report of the Ministry of Health for 1926-27, and Abstract of Reports of Public Analysts for the year 1926. H.M. Stationery Office. 1s. 6d. net.

The Law Institute Journal. The Official Organ of The Law Institute of Victoria. Vol. I. No. 1. 1st July, 1927. Steads Printing, Ltd., 48A, Queen-street, Melbourne. 2s. monthly, or One guinea per annum.

The Howard Journal. A Review of Modern Methods for the Prevention and Treatment of Crime and Juvenile Delinquency. Official Organ of The Howard League for Penal Reform. Vol. II, No. 2. 1927. The Howard League for Penal Reform, 22, Charing-cross, Whitehall, S.W.1. 2s. 6d. net.

The Statesman's Book of John of Salisbury. Being the Fourth, Fifth and Sixth Books, and Selections from the Seventh and Eighth Books of the Policraticus, translated into English, with an Introduction by JOHN DICKINSON, A.M., Ph.D. (Princetown), LL.B. (Harvard). pp. xc and 410. 1927. Alfred A. Knopf, Publisher, New York. 21s. net.

The Bombay Law Journal. Vol. V, No. 5. October, 1927. G. M. Pandya, at the Maneck Printing Press, Bombay. Annual Subscribers: India, Rs.10; Foreign, Rs.13.

The Rating and Valuation Act, 1925, and Statutory Rules and Orders made thereunder; Circular Letters and Departmental Memoranda; The Representations of the Central Valuation Committee; together with an Introduction and Notes. ROBERT W. LEACH, Barrister-at-Law. Second Edition. 1927. pp. xlviii and 437 (with Index). The Law and Local Government Publications, Ltd., 27/29, Furnival-street, E.C.4. 25s. net.

The Lawyer's Companion and Diary and London and Provincial Law Directory for 1928. With Tables of Costs, Stamp Duties, etc. MICHAEL E. ROWE, B.A., LL.B. 1927. Eighty-second Annual Issue. Stevens & Sons, Ltd., Chancery-lane. 7s. 6d. net.

Handbook of the Cambridge Law School, 1927-28. Edited by a Committee of the Board of the Faculty of Law. Cambridge: Printed at the University Press. The Squire Law Library. pp. viii and 130. 2s. 6d. net.

Correspondence.

"Compound Interest for 500 years."

Sir,—On p. 716 of the JOURNAL for 17th September, 1927, you state that as soon as the residuary legatees or next-of-kin become in a position to call for the money on deposit the Limitation Acts at once begin to run against them.

Does that imply that the relationship of debtor and creditor between banker and customer ceases upon the death of the depositor of the dollar (or rather its English equivalent, for I am referring only to English law), that is, that the relationship between the beneficiary and the banker is of a different character to that between the original depositor and the banker ?

If so, suppose A deposits £1,000 in the Midland Bank and dies intestate in forty years, leaving X as the sole beneficiary under the intestacy. If X, knowing the existence of the deposit, takes no steps to claim the £1,000 (with accrued interest) for six years, do you say that the money becomes the property of the bank ? I thought that *Joachimson* v. *Swiss Bank* decided *inter alia* that the Statutes of Limitation in such circumstances do not begin to run till a demand has been made for the money.

Yours, etc.,

X. Y. Z.

[Our correspondent is thanked for his letter. It might perhaps be argued that an arrangement whereby a bank kept a dollar for 500 years was outside the range of ordinary transactions between banker and customer. If, however, the dollar was regarded as placed on deposit account under ordinary rules, we agree that *Joachimson* v. *Swiss Bank Corporation*, 1921, 3 K.B. 110, is authority that the statute would not run against the customer, his executors, administrators or assigns. Our contributor might have had *Pott* v. *Clegg*, 1847, 16 M. & W. 321, in his mind—nominally, not over-ruled by the later case, though it was treated there as decided on pleadings, and robbed of all its force. In either case the Thellusson Act, as is pointed out, sensibly forbids such fantastic bargains.—*Ed.*, SOL. J.]

The Bench and Bar at Westminster Abbey.

Sir,—I was very much interested in the "Current Topic" which appeared in your issue of the 22nd inst., drawing attention to the absence of the Junior Bar in the procession. The innovation emphasises the fact that hitherto the whole procession has been wrongly conceived and carried out. The Westminster Abbey authorities know a good deal about processions, and they would tell the Bar Council, or other legal authority concerned, that the position of highest dignity is always at the rear and not at the head of the procession. In the opinion of many members of both branches of the profession the proper order of the legal procession in future should be as follows: (I) The president, vice-president and council of the Law Society (representing the solicitors of the country); (II) The Junior Bar; (III) the King's Counsel; (IV) the County Court judges; (V) the law officers; (VI) the puisne judges; (VII) the Lord Justices of Appeal, and finally the Lord Chief Justice and the Lord Chancellor. The procession, having been properly marshalled in the nave, should move in and take their seats, and when they have done so, but not before, the choir and clergy should enter, and the service begin. The present practice can only be described as slovenly and contrary to precedent. If everybody concerned knew beforehand what he had to do, and the approximate position of his seat, valuable time would be saved, and dignity added to the service. At its conclusion the judges and others usually invited to enjoy the hospitality of the Lord Chancellor could move out in the same order as they came in.

Yours, etc.,

Lincoln's Inn. H. LANGFORD LEWIS.

Debentures Filed by Limited Company.

Sir,—We have come across a case of a trade journal which makes a practice of issuing in its columns notice of any debenture filed by any limited company in that particular trade. Is the periodical in order in making this publication ?

We are aware that the particulars are taken from a public register and for that reason it would seem difficult to take any preventive step, but it appears to us that great damage might be done to the company's credit by the publication, especially as it might be read by people not experienced in company matters who would not realise that the debenture might easily be part of financial arrangements and no reflection of or upon the company's stability. In any case, whether the periodical's action is justifiable or not we consider that it is hardly a fair or proper thing to do and should be glad to know your own and your readers' views as to whether the publication is justifiable or usual.

Bath, ERNEST J. WHITE & Co.
20th October.

High Court—Chancery Division.

In re **Adair; Adair** *v.* **Treherne.** Russell, J. 14th July.

SETTLED LAND—SETTLEMENT—BY REFERENCE—COMPOUND SETTLEMENT—TRUSTEES—SETTLED LAND ACT, 1925, 15 Geo. 5, c. 18, s. 31; s. 32, sub-s. (1).

Where estates were settled by one will on the limitations and trusts of an earlier will of some other person, such earlier will did not form part of a compound settlement consisting of the later will, a subsequent disentailing deed and a resettlement.

Originating Summons.

This was an originating summons asking whether under s. 31 (as amended) and s. 32 of the Settled Land Act, 1925, the trustees of the will of Sir Frederick Adair or the trustee of the will of Sir Robert Shafto Adair were the trustees for the purposes of the Settled Land Act 1925 of the legal settlement constituted by the said two wills, the disentailing deed and the resettlement, and therefore the proper persons to execute the vesting deed or deeds in favour of the plaintiffs in respect of the estates now settled under such compound settlement. The facts were as follows: By his will, dated 16th March, 1905, Sir Frederick Adair devised certain estates on the limitations and trusts of the will of Sir Robert Shafto Adair, who died on 24th February, 1869. Sir Frederick Adair appointed the trustees of his will trustees thereof for the purposes of the Settled Land Acts, 1882-1890, and on 19th November, 1918, a disentailing deed was executed, and parts of the estate were resettled on 24th April, 1919. The plaintiff was the tenant for life. It was argued on his behalf that s. 32 (1) did not apply, as trustees for the purposes of the Settled Land Acts, 1882-1890 were appointed in Sir Frederick Adair's will, and it was submitted that the subsection indicated that those trustees were trustees for the purposes of the Act of the settlement by reference, and if so they, under s. 31, were trustees for the purposes of the Settled Land Act, 1925, of the compound settlement constituted by the said two wills, the disentailing deed and the resettlement, or constituted by the will of Sir Frederick Adair and the other two deeds.

RUSSELL, J., after stating the facts said: The compound settlement is constituted by Sir Frederick Adair's will and the other two deeds. If Sir Frederick Adair had settled his estates in accordance with the limitations of a form in "Wolstenholme," it could not be said that "Wolstenholme" was a part of the compound settlement. I accordingly make a declaration that the trustees of Sir Frederick Adair's will are the trustees of the compound settlement constituted by that will, the disentailing deed and the resettlement, and are the proper persons to execute the vesting deed or deeds

in favour of the plaintiff in respect of the estates now settled under such compound settlement.

COUNSEL: *J. V. Nesbitt, Danckwerts; Topham*, K.C., and *Nicholson Combe.*

SOLICITORS: *Nicholl, Manisty & Co.; May, May & Deacon.*

[Reported by L. M. MAY, Esq., Barrister-at-Law.]

W. H. Milsted & Son, Ltd. *v.* **Hamp and Ross & Glendinning, Ltd.** Eve, J. 19th July.

MASTER AND SERVANT—AGREEMENT FOR PERSONAL SERVICE—TO LAST FOR LIFE—CONTRACT IN RESTRAINT OF TRADE—INVALIDITY—PUBLIC POLICY—DAMAGES.

The plaintiffs agreed to employ the defendant and the defendants agreed to serve the plaintiffs for three years and thereafter from year to year subject to three months' notice by the plaintiffs. The defendant was to devote the whole of his time to the business.

Held, that the agreement was wholly one-sided and unenforceable.

Wallis *v.* Day, 1837, 2 M. & W. 273, *distinguished.*

This was an action to restrain breach of contract and for damages. In 1913 the defendant, F. Hamp, entered into the service of the predecessors of the plaintiffs and continued in such employment until that firm was succeeded by the plaintiffs in 1923, from which date, down to 1926, he was in the plaintiffs' employment. By an agreement in writing, dated 19th November, 1925, made between the plaintiffs and Hamp (therein called "the buyer") it was agreed that the plaintiffs should employ the buyer and the buyer should serve the plaintiffs in their business for three years from January, 1926, and thereafter from year to year, subject to three months' written notice by the plaintiffs. The buyer was to diligently serve the plaintiffs, was not to be absent from his employment without consent, and was to devote the whole of his time and attention to the business. On 23rd June, 1926, Hamp resigned his post with the plaintiffs and shortly afterwards entered the employ of the defendant company, who did not in fact know of the agreement with the plaintiffs. They also offered to release Hamp, but he declined. The plaintiffs alleged that they had suffered damage from the loss of Hamp's services, and would suffer grave damage if he were permitted to disclose information as to the plaintiffs' business. The plaintiffs claimed (1) an injunction restraining the defendant company from employing Hamp; (2) an injunction restraining Hamp from disclosing information; and (3) damages against both.

EVE, J., after stating the facts, said that *primâ facie* the plaintiffs were entitled to recover damages against the defendant Hamp for the breach of the agreement, but by the defence two questions were raised, namely: (1) As to the true construction of the agreement, and (2) as to its validity. The agreement was to continue during the joint lives of employers and employed unless the plaintiffs gave notice as provided. After considering the authorities, he came to the conclusion that the agreement was wholly inoperative and void as being against public policy. The case of *Wallis* v. *Day*, 1837, 2 M. & W. 273, was an authority for the plaintiffs' contention that a restrictive covenant to last for life was not void, but the facts in that case were different in that the agreement there contained a proviso for referring disputes touching the plaintiffs' conduct to arbitration. In the present case the agreement was wholly one-sided, and in his opinion unenforceable. That disposed of the action, but as the case might go farther, he would review the cases cited on the question of damages and on harbouring, and having considered them, he came to the conclusion that there was no cause of action against the defendant company, and that any damage he could have assessed against Hamp would be 40s. The action against both defendants would be dismissed with costs.

COUNSEL: *Grant*, K.C., and *Lavington; Swords; Sir Thomas Hughes*, K.C., and *J. W. F. Beaumont.*

SOLICITORS: *Kerly, Sons & Karuth; Henry Pumfrey & Son; Sandilands & Co.*

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

In re **Hayward: Merson and Others** *v.* **Hayward and Others.** Clauson, J. 22nd and 27th July.

LAW OF PROPERTY—LAND—UNDIVIDED SHARES—TRUST FOR SALE—SETTLEMENT OF UNDIVIDED SHARES—PERSONS INTERESTED IN THE LAND TRUSTEES—LAW OF PROPERTY ACT, 1925, 15 Geo. 5, c. 20, s. 35—LAW OF PROPERTY (AMENDMENT) ACT, 1926, 16 & 17 Geo. 5, c. 11, Sched.

The words "persons interested" in the Law of Property Act, 1925, Sched. 1, Pt. IV, s. 1, sub-s. (4) (iii), where the question of shares is under consideration, are not confined to persons beneficially interested, but include persons interested by being trustees for sale.

In re Cliff's Contract, 1927, 2 Ch. 94, *applied.*

Darlington *v.* Darlington, 1926, W.N. 192, *referred to.*

Originating summons.

This was an originating summons which was adjourned into court for argument of the following questions, among others: (1) That it might be determined whether the trustees, as trustees of the entirety of the property, were (after payment of outgoings as provided by s. 35 of the Law of Property Act, 1925) to pay the share of net rents and profits until sale attributable to the 2,205 shares to the defendant, K. P. Colson, during her life, or whether they were to pay such share of the net rents and profits to the trustees of the Colson settlement to be applied by them as income of the trust premises thereby settled; and (2) that it might be determined whether the trustees were (after payment of costs as provided by s. 35) to pay over to the trustees of the Colson settlement, so long as the trusts thereof were subsisting, such part of the net proceeds of sale from time to time arising from sales of the lands as was attributable to the 2,205 shares, or whether they were themselves to retain such part of the proceeds of sale and to invest and otherwise deal with the same on the trusts with and subject to the powers and provisions by and in such settlement declared and contained.

The facts were as follows: On 31st December, 1925, the entirety of the land in question in this summons was held in fee simple in 15,120 equal undivided shares. Of these, 12,525 were vested in the two plaintiffs at law as the trustees of a conveyance of 1911, on trust to sell and to hold the proceeds of sale and the rents and profits till sale on the trusts declared by a deed of even date. A further 2,205 shares were vested in the two plaintiffs as trustees of a settlement of 1906 (hereinafter called "the Colson settlement"). The other 390 shares were vested in the two plaintiffs as trustees of a settlement of 1898. The 1898 settlement had come to an end, but there had been no conveyance by the plaintiffs to the persons entitled to the shares comprised in that settlement. Under the Colson settlement certain shares to which the defendant, K. P. Colson, was entitled were conveyed to the trustees thereof, upon trust to sell, and as to the proceeds of sale, upon trust to pay the income thereof to such defendant during her life and (in the events which had happened) to stand possessed of the corpus on trust for the issue of her marriage as she and her husband should by deed jointly appoint, and in default of appointment as the survivor should by deed or will appoint, and in default of any such appointment on trust for all the children of the marriage in equal shares. Under that settlement there was personalty settled which was not part of the property in question on this summons. The husband died on 3rd February 1919. By the conveyance of 1911 all the parties at law or

in equity interested conveyed the 12,525 shares to the trustees in fee simple discharged from the trusts and powers of certain wills and from the trusts and powers of a certain settlement and from mortgages and all claims thereunder, upon the trusts and subject to the powers thereinafter declared and contained. On 1st January, 1926, the entirety of the land vested in the Public Trustee as trustee under Pt. IV of Sched. 1 to the Law of Property Act, 1925. On 11th July, 1927, by an order of the court, the two plaintiffs and the defendant Hayward, who was a beneficiary under the conveyance of 1911, were appointed statutory trustees of the entirety of the land under Pt. IV. It was submitted for the Plaintiffs that the Colson trustees were the persons interested in the land under s. 35 of the Law of Property Act, 1925, and *Darlington* v. *Darlington*, 1926, W.N. 192, and *In re Cliff's Contract*, 1927, 2 Ch. 94, were referred to. The amendment in the schedule to the Law of Property (Amendment) Act, 1926, to s. 35 was purely declaratory of the effect of that section, and, if not, the Colson settlement fell within the words of the amendment. The Colson settlement was an instrument which, under s. 63 of the Settled Land Act, 1882, 45 & 46 Vict. c. 38, was deemed to be a settlement, and the Settled Land Act, 1925, 15 Geo. 5, c. 18, replaced the Act of 1882, as was shown by s. 117, sub-s. (1) (xxiv), and accordingly the Colson settlement is included in the word "settlement" in the amendment of s. 35. For the defendants it was argued that s. 63 of the Act of 1882 did not come within the amendment to s. 35.

Clauson, J., after stating the facts, said: I find that in the case of *In re Cliff's Contract*, 1927, 2 Ch. 94, the words "persons interested" where the question of shares is under consideration are not confined to persons beneficially interested, but included persons interested by being trustees for sale. Although s. 35 is not material to *In re Cliff*, *supra*, I will follow that decision. There will be, therefore, a declaration that the income is to be paid to the trustees of the Colson settlement to be applied by them as income of the trust premises thereby settled, and that the proceeds of sale are to be paid over to such trustees so long as the trusts of that settlement are subsisting.

Counsel: *Underhay; G. P. Slade; H. V. Batchelor.*
Solicitors: *Iliffe, Sweet & Co.*
[Reported by L. M. May, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

Fletcher *v.* **Fletcher.** Lord Merrivale, P. 18th October.

Husband and Wife—Summons for Desertion—Wife Unsuccessful before Justices—Application for Security for Wife's Costs of Appeal.

Summons adjourned into court.

On the 28th July, 1927, the wife applied to the Bury (Lancs.) justices for a maintenance order on the ground of desertion. The wife's summons was dismissed. The wife now applied for an order directing the husband to secure the costs of a pending appeal.

Lord Merrivale, P.: This question has been quite properly raised and well and precisely argued. The wife, who unsuccessfully applied to the justices for a maintenance order on the ground of desertion, now moves under the statute which has replaced the Summary Jurisdiction Act of 1895, that her husband be ordered to give security for the costs of her appeal against the justices' decision. In the exercise of the ordinary jurisdiction of this division, as between husband and wife, there is an inveterate practice of ancient origin whereby the common law presumption is acted upon, that a wife has *primâ facie* no means to prosecute her suit. Out of this common law presumption there arose a practice in this court, that if the wife is a suitor, and there is no reason to order otherwise, she obtains an order as of course that proper provision be made for her to have the means for the conduct of her part of the litigation. The real question here is whether this principle must be held to apply to appeals to this division under a summary jurisdiction process, in which the wife has been unsuccessful in the court below. There is no precedent which provides that, as a matter of course or as a matter of discretion, an order for security of the costs shall be made against the husband in such a case. Until the decision of the court in *Sirrell* v. *Sirrell*, 1911, P. 38, there was no decided case in which it was established that the general practice of the court on an application for security for costs in which the wife was a suitor, was held to apply in cases under the Summary Jurisdiction Act. In *Sirrell* v. *Sirrell* it was held that, where a wife was successful before the justices, and the husband appealed, he must give security for the costs of the appeal. This practice has been followed ever since. But a different consideration obviously applies where a wife is unsuccessful in her application to the justices. In the first place, she is not a suitor in this court, within the ordinary definition of a suitor in the divorce jurisdiction. Her complaint is that there has been a failure of justice before the bench of justices. As Mr. Middleton has pointed out, the Rules of the Supreme Court are rather opposed to such an application, because it would obviously not succeed in an ordinary appeal to the King's Bench Division, nor in respect of an appeal from the King's Bench Division to the Court of Appeal. Moreover, it is common knowledge in the Divorce Division that, where the wife is a litigant in this court, although her costs have been provided for her under the general jurisdiction of the court, the procedure of the Court of Appeal operates if she appeals. The matter would have ceased to be a proceeding within the divorce jurisdiction, and the old common law rules of jurisdiction would, therefore, apply. There is no statutory authority for the order sought here. There is no precedent in any decided case, and there is nothing in the established practice which renders it necessary or proper that the order sought in this case should be made. I must hold that this application is beside the settled practice of the court under the decision in *Sirrell* v. *Sirrell*, and is not warranted either by statute or any decided case and must therefore fail. I desire to point out that great facilities are now afforded in the Poor Persons' Rules for poor persons who wish to take part in litigation and, if the wife is eligible, it is quite possible for her to take action under those rules. His lordship dismissed the application, with costs.

Counsel: *F. S. Laskey*, for the wife; *Noel Middleton*, for the husband.

Solicitors: *Thompsons, Quarrell & Attneave*, for *Pickstone and King*, Radcliffe; *Gregory, Rowcliffe & Co.*, for *Hall and Smith*, Bury.
[Reported by J. F. Compton-Miller, Esq., Barrister-at-Law.]

"PARLIAMENTS AND THE PARLIAMENT ACT."

That ours was the worst electoral system in the world was the contention of Mr. J. L. Garvin, speaking last week at the Oxford Luncheon Club on the above subject. During the last ten years, he said, the electorate had been enlarged again and again, until we now stood on the eve of universal suffrage for all persons, irrespective of sex, at the age of twenty-one. "The old party system," he declared, "has been broken up, and we have one of the worst electoral systems in the world. We have a system devoid of any reasoned basis. It stakes, upon a gamble at the polls, the control of imperial and foreign, as well as domestic affairs. One or other of the three minorities in the country may gain an overwhelming majority in the House of Commons. A fluke may put a minority of the nation into overwhelming and absolute control of the House of Commons."

The scheme of solution, Mr. Garvin added, must not seek to bias the Constitution permanently in the interests of one national minority out of three. The most solid of all Constitutional safeguards was a change in the electoral basis, so as to exclude the possibility of revolutionary legislation being enacted by any Government representing only a minority of the people.

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LIST OF CONVEYANCING AND AGREEMENT FORMS

SETTLED BY

SIR BENJAMIN LENNARD CHERRY, LL.B.

CONVEYANCING FORMS.

			s.	d.
1a.	Deed of Dissolution of Partnership [Draft] ...	each	2	6
1b.	Notice and Declaration of ditto	doz.	2	0
2.	Assignment for Benefit of Creditors each 1s.	doz.	11	0
2a.	Assignment for Benefit of Creditors to a Trustee with Committee of Inspection	each	2	6
		doz.	20	0
2b.	Assignment for Benefit of Creditors by more than one Debtor	each	2	6
		doz.	20	0
3.	Assignment of Lease [Draft]	each	1	0
4.*	Assignment of Leaseholds by Mortgagor and Mortgagee	each	1	0
4a.	Notice to Lessor of Assignment of Leaseholds	doz.	1	0
5.	Assignment of Life Policy [Absolute]... ...	each	1	0
6.	Mortgage of Life Policy	each	1	0
6a	Notice of ditto	doz.	2	0
7.	Bill of Sale [Conditional]	each	0	6
8.	,, ,, [Absolute]	each	0	6
9.	Transfer of Bill of Sale	each	0	6
12.	Deed of Inspectorship for the Benefit of Creditors	each	2	6
		doz.	20	0
13.	Composition Deed	each	1	0
	The National Conditions of Sale, No. 1 Demy *with fly sheet for writing in Particulars*	each	0	4
	The National Conditions of Sale, No. 2 Demy *for annexing to printed Particulars*	doz.	4	0
15.	Conveyance of Freehold	each	0	6
15a.	Conveyance of Freehold Property subject to a Lease [Draft]	each	1	0
15a.*	Conveyance of Freeholds by Joint Tenants subject to a Mortgage	each	2	0
15b.	Conveyance on Sale by Mortgagor and Mortgagee	each	1	0
15c.	Conveyance of Right of Redemption [Freehold] [Draft]	each	1	0
15c.*	Conveyance of Right of Redemption Mortgagee joining and releasing Vendor [Freehold] [Draft]	each	1	0
15d.	Assignment of Right of Redemption [Leasehold] [Draft]	each	1	0
16.	Grant of a Terminable Yearly Rent Charge to Replace Costs of Improvements to Land	each	1	0
17.	Vesting Deed for giving effect to a Settlement subsisting on 1st January 1926 [Draft]	each	2	6
18a.	Deed on Change of Name	each	1	0
18c.	Statutory Declaration as to Identity on executing ditto	doz.	2	0
19.	Deed of Gift of Real Estate	each	1	0
21.	Deed of Separation [Engrossment]	each	1	0
21a.	,, ,, [Draft]	each	1	0
22c.	Particulars for obtaining Grant of Probate or Administration	each	0	6
23.	Lease [Lessee Repairs] [Draft]	each	1	0
23a.	,, ,, [Engrossment] ...	each	1	0
23b.	,, [Lessors Repairs outside of Premises] [Draft]	each	1	0
24.	Lease, short form of	each	0	0
25.	Building Lease [Draft]	each	1	6
26.	Agricultural Lease [Act 1923] [Draft] ...	each	1	6
27.	Requisitions on Title [Freehold]	each	0	6
28.	,, ,, ,, [Leasehold]	doz.	5	0
28a.	,, ,, ,, [Freehold or Leasehold] [Short Form]	each	0	3
		doz.	2	6
30.	Receipt for Scheduled Documents	doz.	3	0
31.	Memorandum of Deposit of Documents to secure an advance	each	0	6
32.	Charge by way of Legal Mortgage of Freehold [Joint Tenants] [Engrossment]	each	1	0
32a.	Charge by way of Legal Mortgage of Freehold [Draft or Engrossment]	each	1	0
32b.	Charge by way of Legal Mortgage of Freehold [Subject to a prior Mortgage] [Draft]	each	1	0
32m.	Charge by way of Legal Mortgage of Freehold [Subject to a perpetual Chief Rent] [Draft]	each	1	0
33.	Mortgage of Leasehold [Engrossment] ...	each	1	0
33a.	Mortgage of a Reversionary Interest in personalty [Draft]	each	1	0
34.	Mortgage to a Building Society Freehold [Draft]	each	5	0
34.*	Mortgage to a Building Society Leasehold [Draft]	each	5	0
34a.	Further Charge [Draft]	each	1	0
34b.	Surrender of Part [Freehold] comprised in a Mortgage [Draft]	each	1	0
34f.	Notice of Transfer of Mortgage	doz.	3	0
34g.	Notice of Second Mortgage	doz.	3	0
36.	Power of Attorney [General Form]	each	0	6
36.*	Power of Attorney [For some special Purpose]	each	0	6
36a.*	Affidavit of Execution of a Power of Attorney under s. 35 of the Trustee Act 1925	doz.	2	0
36d.	Statutory Declaration as to intended residence abroad under s. 35 [4] of the Trustee Act 1925	doz.	3	0
36e.	Statutory Declaration showing that power given under s. 35 of the Trustee Act 1925 is exercisable	doz.	3	0
38.	Marriage Settlement [Draft]	each	2	6
39.	Appointment of New Trustees [Draft] ...	each	1	0
43.	Assignment of Book Debts	each	1	0
43b.	Assignment of Goodwill of a Business ...	each	1	0
44.	Assignment of Letters Patent	each	1	0
45.	Advertisement for Claimants [Deceased Person] [Statutory]	quire	2	6
46.	Account on Completion of Purchase of Premises [Foolscap Form]	doz.	1	0
46b.	Notice by Vendor to Tenant of Sale	doz.	2	0
46c.	Notice by Vendor's Solicitor to Tenant of Sale	doz.	2	0
46d.	Reminders on Completion for Vendors ...	doz.	1	0
46e.	Reminders on Completion for Purchasers ...	doz.	1	0
48.	Apprenticeship Deed [Boy] ... each 2d.	quire	3	6
49.	,, ,, [Girl] ... each 2d.	quire	3	6
	,, ,, ,, *on imitation parch.*	each	0	6

AGREEMENT FORMS.

1.	Agreement for Letting [Short Form] ...	each	0	3
2.	Agreement for Letting House	each	0	6
2a.	Agreement for Letting House [Stringent Form]	each	0	6
3.	Agreement for Letting Furnished House or Apartments	each	0	6
3.*	Agreement for Letting Shop and Premises ...	each	0	6
3a.	Agreement for Letting Offices	each	0	6
3b.	Agreement for Letting Flat [Unfurnished] ...	each	0	6
3c.	,, ,, ,, [Furnished] ...	each	0	6
4.	Agreement for Lease	each	0	6
6.	Agreement for the Sale of a Business ...	each	0	6
7.	Agreement for Sale of Leaseholds	each	0	6
7a.	,, ,, ,, [Full Form]	each	1	0
8.	Agreement for Sale of Freeholds	each	0	6
8a.	,, ,, ,, [Full Form]	each	1	0
9.	Agreement for Partnership	each	1	0
10.	Agreement for Employment [Master and Servant]	each	0	6
12.	Agreement for Building and Granting Lease	each	1	0
13.	Agreement for Hire of Chattels with Option to Purchase	each	1	0
14.	Agreement for Letting Farm yearly under Act 1923	each	1	0
15.	Agreement for Building Contract and General Conditions	each	1	0

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The Law Society at Sheffield.

ANNUAL PROVINCIAL MEETING.

[By our Special Representative.]

(*Continued from page* 827.)

THE NEW CODE OF INTESTATE SUCCESSION.

(By Mr. D. Gwyther Moore, Derby.)

The subject of my paper is the new code of Intestate Succession established by that one of the "Five Big Acts" called the Administration of Estates Act, 1925, in which it appears as Pt. IV under the title: "Distribution of Residuary Estate." I may add that the general amending Act passed last year did not affect the Administration Act.

The new law in its original form is now well in the second year of its age, and no doubt its application in the events of life began from the first day and hour of the year 1926.

Judging from the species of general inquiry offices which legal journals have been conducting, the natural illumination of the Property Acts appears in places a little dim. The Administration Act seems much better off in this respect than some of its big brothers; but even here some time must elapse—and practical illustrations arise in the office—before the code takes its place side by side with those familiar items which we keep as stock-in-trade—such as Rent Restriction, or the Rule against Perpetuities.

Without turning this paper into a dull catalogue of the claims of various classes of relatives under the new law, I propose to attempt an analysis of its principal features. For this purpose may I be permitted a metaphor? There has been a fierce encounter between the Law of Inheritance and the Statute of Distribution. The trouble began when these ancient worthies were plainly told that one of them must resign. The Statute is clearly victor in the battle, but he cuts rather a curious figure. He has adopted and adapted a few of his defunct adversary's garments, but has not emerged from the fight without the loss of a fair portion of his own raiment; whilst some person or persons unknown have added unto him some modern garments newly invented for the occasion. To the next generation of lawyers he will perhaps appear a pleasing, not to say heroic, figure; to us of the present rather a vexatious one.

To interpret the picture, I would first hold inquest on such of the Laws of Inheritance as clearly are defunct. Under an intestacy there is no longer an heir as such—certainly there is no longer "an eldest son." In former times I daresay that the feudal rule of primogeniture and the necessities of younger sons, had something to do with emigration and the creation of the British Empire—but that is a matter for the historian. It is said that in these days he would most frequently appear (or re-appear) to claim a row of cottages or a small farm, and not to inherit an ample estate, and that injustice results. So the Act sends him away altogether, and few tears seem to have been shed over his dismissal.

In company with the feudal, there has disappeared the Saxon. Though the custom of gavelkind is now only a ghost of the past, yet the new law *does* revive that ancient custom's feature of equality. Littleton described it as a custom "where every son is as great a gentleman as the eldest son is"; and we must now add "and every daughter too"—which, though Irish, is nevertheless I hope perfectly plain. "Borough English" too was a picturesque survival of the past, and as a youngest son I have a special grievance about its disappearance. But at any rate a novelist cannot now legitimately spring this surprising custom upon his readers.

To speak of a different species of novel; it is of interest to note that our code as to the rights of the issue of a marriage now resembles the Roman code in the form finally settled by the "Novellae of Justinian."

Turning to the old rights of a widow and of a surviving husband. The right to dower as such has been abolished. Of course, the black arts of the lawyer long since contrived to curtail the widow's absolute right to dower, and the Dower Act of the nineteenth century finally gave a husband his freedom of disposition, both lifetime and testamentary.

In passing, may I make a slight digression from my text? Recently one has noticed here and there (and from responsible quarters) some questioning of the propriety of such unfettered powers of testamentary disposition as our English law allows. Less than 150 miles from Sheffield—across the Cheviot Border—it is not so; nor do foreign codes display a liberality similar to ours. I would merely observe that in this iconoclastic age we may expect to be called on either to rebut or assist (as our way of thinking lies) an assault of the nature which I have indicated.

To resume—The husband's estate by "Courtesy of England" is not only dead, but was decently interred by Mr. F. E. Farrer, of the Chancery Bar, in a lecture at King's College last year, in which the history and application of the tenure is most amply described and discussed, and to which I beg to refer any of my audience who are interested. As to Escheat: The lord of the manor has lost this right for good and all, and his influence in Parliament appears to have so waned as to have permitted this particular expropriation without compensation. This is regrettable, but we must regard it as the copyholder's final rapier thrust—or perhaps as the State turned lord and seising a heriot!

Escheat to the Crown, so far as based on the feudal theory of the sovereign's inherent proprietorship, also dies out but reappears in the nomination of the Crown as successor to "*bona vacantia*."

This closes the inquest on the old realty code, except for one remark: a search for "the person who last acquired the land otherwise than by descent" (*vide* the Inheritance Act, 1833) is no longer a necessary or lawful pursuit, for the new code speaks only of succession to the "property of an intestate," meaning no doubt such property however acquired.

Among traces of the old realty code which have survived to reappear in the new law, may be mentioned the old rule, now made generally applicable, giving the "whole blood" priority over the "half-blood." Formerly they had equal claims in the division of the intestate's personal estate, but this is now changed and the whole blood have the preference.

I must now turn to the losses in battle suffered by the Statute of Distribution and cognate Acts.

Foremost, perhaps, is the disappearance of the husband's universal succession. It will be remembered that this prerogative rested on the husband's status as administrator. It was not until the year 1689 that the right received formal statutory confirmation, and then it was rather unkindly included in the "Statute of Frauds." Now at the most (apart from personal chattels and £1,000) the husband will obtain a life interest, except only where the Crown would otherwise take in remainder, and then the husband may have the "corpus." Then again, where a child dies intestate without issue leaving both parents, the father no longer succeeds to the exclusion of the mother and the latter is given an equal share.

Another defunct rule is that appearing in the Statute of James II, c. 17, which conferred a right upon an intestate's brothers and sisters to share equally with the mother. The mother has been restored to her more ancient position of sole successor, and as this species of intestacy is not infrequent, the alteration is an important one.

Well, ladies and gentlemen, that must conclude the inquest on the defunct portions of our ancient laws, and now for the new matter. Of the new features there are four at least which I wish to refer to, each representing somewhat of a revolution. I will name them: (1) A species of specific legacy of the personal chattels; (2) a wide extension of the Intestates' Estates Act, 1890; (3) the creation of a "statutory settlement" upon husband or wife; and finally (4) the introduction of the "statutory trusts."

I propose to indicate very briefly the general scope of these four items, and then, by way of conclusion, to collect together a few comments upon their practical application.

Personal Chattels.—The statutory definition of this expression appears in s. 55 of the Act. I will not try your patience by reciting it. It is comprehensive and excludes chattels "used for business purposes." This specific legacy, as I term it, is now a surviving wife's or husband's first claim.

Extension of Intestates' Estates Act.—The provisions of the Intestates' Estates Act, 1890, reappear in such an extended form as to amount to quite new law. The first charge for £500 becomes £1,000; a husband is included in the purview of this benefit as well as a widow; whilst the claim now arises whether or no the intestate leaves issue.

"*Statutory Settlement.*"—Under the new code where husband leaves widow, or wife leaves husband, there will invariably be a life interest, either in the half, or may be the whole, of the residuary estate—in half where there are issue of the marriage in the whole where there are none. An exception will only occur, where in default of statutory relatives (if I may so term them) the husband or wife will take an absolute interest in priority to the Crown.

Finally, *the new* "*Statutory Trusts*"—and, perhaps, this represents the most sweeping alteration. The Act has prefaced its enumeration of certain classes of relatives, such as "issue of the intestate," "brothers and sisters," "uncles and aunts," with the words "on the statutory trusts." On referring to s. 47 for an explanation, we find that these trusts extend the previous enumerations of issue, brother, uncle, etc., etc., so as to include the issue of any deceased member of the particular class of relatives concerned. Such last-named issue are to take, through all degrees and according to their stocks, the share which their parent would have taken if such parent had survived the intestate.

If your patience is not quite exhausted, I can now finally refer, as promised, to the practical side of those new features which I have just described.

As to the gift of "personal chattels"—I have no criticism, but if any of my audience (or more probably their clients) have sunk a fortune in "old Masters" and "*objets d'art*," they must obviously avoid a state of intestacy should their wishes differ from this new statutory provision. Sir Arthur Underhill himself opined—(his own expression)—that the words: "business purposes," appearing in the definition clause, might require further interpretation in court, and no doubt borderline cases will arise for decision in due time. I think I have discovered one quite small practical point—nothing is said about legacy duty: so if no exemption can be claimed under the Finance Acts, the wife or husband must presumably pay up!

As regards the feature which may be called "the first £1,000"—this has already met with criticism. Needless to say, the propriety of the original Act of 1890 appears to have been generally accepted. A similar feature (though not until twenty years afterwards) was introduced into the Scotch code by the enactment of the Intestate Husband's Estate (Scotland) Act, 1911. But the present scheme is a very different thing. Let us suppose that £1,000 now represents no more than £500 in 1890, and that a husband deserves this legacy as well as a widow—neither propositions perhaps fully admitted!—we are left with the extension of this prior gift to cases where the intestate has left issue surviving, whereas the theme of the 1890 Act was the case of a man "leaving a widow but no issue."

May I refer to some observations by Sir Benjamin Cherry in the sixth of his lectures to The Law Society? He states the criticism in this way: "Objections have been taken to this first charge in favour of the surviving widow on the ground that she might not consider it her duty to maintain the issue of her deceased husband, particularly if by another wife." I do not say that Sir Benjamin Cherry adopted this criticism as his own, but he did obviously contemplate a possible amendment to meet it, and the point certainly deserves further consideration in the light of experience.

Turning to the scheme of a "statutory settlement" on husband or wife—I have already described this feature and need not repeat it. But in this connexion there is an important ancillary provision which appears in s. 48, the marginal note being "Powers of personal representatives in respect of interests of surviving spouse." For the first—and last—time I will quote a section of the Act. Section 48, sub-s. (1), reads:—

> "Where a surviving husband or wife is entitled to a life interest in the residuary estate or any part thereof the personal representative may, either with the consent of any such tenant for life (not being also the sole personal representative) or, where the tenant for life is the sole personal representative, with the leave of the court, purchase or redeem such life interest (while it is in possession) by paying the capital value thereof (reckoned according to tables selected by the personal representative) to the tenant for life or the persons deriving title under him or her and the costs of the transaction, and thereupon the residuary estate of the intestate may be dealt with or distributed free from such life interest."

Please notice the final words "thereupon the residuary estate . . . may be . . . distributed free from such life interest."

Hitherto in the enormous majority of cases, taking into account the vast bulk of pure personal estate, there has been an immediate distribution of an intestate's property.

This appears desirable on grounds both of convenience and social economy, and the Legislature must have cherished a similar sentiment, or s. 48, with its redemption procedure, would scarcely have been enacted. All of us have had experience of the terrifying complications which may beset the final distribution of a settled fund where there has been a prolonged life interest, and numerous remaindermen having vested interests when the settlement commenced.

Where the fund is a small one the total expenses of all parties become quite disproportionate to the benefit gained by the settlement. Now that the personal chattels and £1,000 are first taken out of the estate, the moiety or even the whole residuary estate will frequently be quite a small sum.

Whether the redemption scheme will be a sufficient solvent in such cases remains to be seen—there has scarcely been testing time. I humbly suggest that we are in this instance fully entitled to regard s. 48 very much as a first chemical experiment. In due time let us record and offer in the proper quarter our practical experience of its efficacy.

So much for "the statutory settlement," and now finally, a word about "the statutory trusts." As already indicated, these trusts require that the issue of a deceased member of a class should represent that member in the distribution. The practical results are two: the class of participants is enlarged, and the distribution becomes stirpital and not "per capita." May I give two illustrations? An only child dies intestate, a bachelor, leaving neither parent nor grandparent. The next class will therefore be his uncles and aunts. He is, in fact, survived by an uncle, and by three cousins, the children of a deceased aunt.

Under the old law the surviving uncle was nearest or next of kin (third degree), and took the whole. The cousins were kindred of the fourth degree, and had no status. Under the new code the statutory trusts operate—the surviving uncle's share is one-half; whilst the cousins, by representing the deceased aunt, take between them a similar share.

A slight variation of the same illustration will indicate a case where the actual participants are the same as under the old law, but their individual shares are altered.

Suppose that the uncle, as well as the aunt, is dead, so that there are *two* families of cousins: five in one family and three in the other. The old law would give each individual cousin "per capita" an eighth. The *new* code first ascertains the family; each family of cousins takes one-half; and within the families the individual cousins take respectively in fifths and thirds.

There was a seventeenth century case—*Walsh* v. *Walsh*—where even under the old law an attempt was made to secure the stirpital system where the sole next of kin were children of the intestate's deceased brothers and sisters, but this attempt was unsuccessful, and all the nephews and nieces took equally 'per capita."

Of course, *Walsh* v. *Walsh* has now been thrown aboard. So far so good! But perhaps the pendulum has been swung a little too far. I confess I felt some alarm on reading Mr. Eustace Harvey's publication on the 1922 Act, because he suggested (in Chapter XII) that the facts of the following case in his experience were not exceptional. The facts were that an intestate person was survived by two first cousins; eight families of first cousins once removed; five families of cousins twice removed; and one family of cousins thrice removed. This on the father's side alone. Of course, the denominator of the fractional share of some of the participants would now have to be expressed in thousandths. Under the old law the estate would simply go to the two first cousins. I mention this to show what a wide door s. 47 has opened, and to suggest that some practical experience is required to enable this full representation scheme to be tested.

Mr. Chairman, Ladies and Gentlemen—The Property Acts represented a Herculean labour, and the mere erection of a new code of intestate succession of universal application was a task in itself. Complete perfection can rarely be attained at one essay, and the Acts need not surely be regarded as a law of the Medes and Persians, "which altereth not." In attempting this outline of the new Intestacy Laws, and in referring to their practical application in certain directions, I have done so not in a hypercritical spirit, but as a possible aid to our profession in performing service to the State in two ways—one, the exact application of the new code in our practice; the other, by careful observation of its effect to suggest and in due time promote its improvement.

United Law Society.

A meeting of the Society was held in the Middle Temple Common Room, on Monday, the 24th inst., Mr. F. W. Yates in the chair. Mr. S. E. Redfern opened—"That in the opinion of this House the case of *James* v. *British General Insurance Co.*, 71 Sol. J. 273, was wrongly decided." Mr. C. T. R. Llewellyn opposed. There also spoke Messrs. Tookey, Burke, Tebbutt, McMillan, Bell, Russell, Pearce, and Hughes. Mr. Redfern replied, and upon the motion being put, the House was equally divided. The Chairman thereupon gave his casting vote in favour of the motion, which was therefore carried by one vote.

Law Students' Debating Society.

At a meeting of the Society, held at The Law Society's Hall, on Tuesday, the 25th inst. (Chairman, Mr. H. Shanley), the subject for debate was: "That this House deplores the decision of the House of Lords in the case of *Salvesen or Van Lorang* v. *Administrator of Austrian Property*, 1927, A.C. 641." Mr. H. M. Pratt opened in the affirmative and Miss G. O. D. Petersen seconded; Mr. E. G. M. Fletcher opened in the negative and Miss C. M. Young seconded. The following members also spoke: Messrs. W. Sorley, C. F. S. Spurrell, C. B. Head, and W. Macmillan. The opener having replied, and the chairman having summed up, the motion was lost by three votes. There were nineteen members and four visitors present.

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Mr. ALBERT LIECK (Chief Clerk, Marlborough Street Police Court).

A Series of weekly Articles on "Highways," "Private Streets," "Commissions of Sewers," "Sewers and Drains."
"Trade Unions and the Law."
"Lord Birkenhead's Acts."
"Deposits on Sale of Land."
"Some Modern Criminal Legislation."
"The Conduct of Local Public Inquiries."
"Some Legal Aspects of Town Planning."
"Large Landowners and the Companies Acts."
"The Companies Bill."
"Conveyance of Land subject to Trusts for Charitable Purposes."
"The Effect of the Great War on Criminal Legislation."

This list will be extended, and further particulars published from time to time.

The Points in Practice department of the paper will be of the greatest service to you.

Extracts from some appreciatory letters typical of the many we have received from Subscribers:—

"... We find your 'Points in Practice' columns most interesting and useful."
CIRENCESTER. 8th September, 1927.

"I am very much obliged for your letter of the 19th instant, which will assist me in dealing with the contention of the lessor's solicitors."
LONDON, S.W.1. 20th September, 1927.

"I am much obliged to you for your letter of the 27th enclosing, prior to publication, a reply to my query. I quite agree with the reply."
HUDDERSFIELD. 28th September, 1927.

"I am much obliged to you for your letter of the 27th inst. sending me, prior to publication, a reply to my query on income tax."
BRADFORD. 28th September, 1927.

"I am in receipt of your letter of the 28th inst., enclosing answer to my 'Practical Point,' which will be very helpful to me, and for which I thank you."
HENDON, N.W.4. 30th September, 1927.

"I am very much obliged by your letter of yesterday's date enclosing further reply to my query as to a purchaser taking over a vendor's existing fire insurances."
NORWICH. 1st October 1927.

"We are much obliged to you for your reply to our query relating to 'Points in Practice,' and for your kind and prompt assistance in this, as in other matters."
SOUTHAMPTON. 11th October, 1927.

"We thank you for your letter of the 8th inst., enclosing, prior to publication in 'The Solicitors' Journal,' a reply to our query. The reply has been of much assistance."
HASLINGDEN. 11th October, 1927.

"I am much obliged for all the assistance you have rendered me. I am venturing again to trespass on your kindness in sending you one more query on a point which is now before me, and which I have not met with before."
BATH. 12th October, 1927.

"We are much obliged to you for your letter of yesterday's date and enclosure. Your services are indeed most helpful."
BRIGG. 14th October, 1927.

"We are in receipt of your letter of yesterday's date, and the opinion which accompanied it, for which we are extremely obliged."
READING. 14th October, 1927.

"We thank you for your letter of the 14th inst., which gives us the information we wanted, and we are much obliged to you for the trouble you have taken in the matter."
LONDON, E.C.4. 17th October, 1927.

"We are extremely obliged for your reply to our query, and for your kind consideration in sending it to save time before publication in 'The Solicitors' Journal.'"
FRAMLINGHAM. 18th October, 1927.

All inquiries should be forwarded to:—

THE ASSISTANT EDITOR,
"SOLICITORS' JOURNAL,"
EDITORIAL DEPARTMENT,
94-97, FETTER LANE, E.C.4.

TELEPHONE: HOLBORN 1853

Virginia's Gift to the Middle Temple.

THE presentation to the Middle Temple Library on Tuesday, 6th September, in the Parliament Chamber of the Inn, of 147 volumes of the Official Reports of the Virginia Court of Appeals (to which we made a brief reference in a previous issue) constitutes a valuable and useful addition to the library's already excellent collection of American law reports. The gift was made upon a resolution of the House of Delegates of Virginia, authorising the Governor to forward the reports to the ancient Middle Temple of the Inns of Court. Mr. Ivor A. Page, a member of the Virginian Bar, formally made the presentation in the presence of the Treasurer, Mr. Macmorran, K.C., Mr. Heber Hart, K.C., Mr. de Gruyther, K.C., and Mr. Dumas, Benchers, and Mr. H. A. C. Sturgess, the Librarian.

Mr. Page, after handing in his credentials and describing the nature of the gift, said that it had been his privilege to second the motion asking the Government of Virginia to make the offering. The resolution agreed to by the House of Delegates and the Senate of Virginia was in these terms :—

" Whereas, it has come to the knowledge of the General Assembly that the Library of the ancient Middle Temple of the Inns of Court does not contain a set of the Official Reports of the Virginia Court of Appeals, and that a set of the Reports will be highly appreciated not only from the standpoint of utility, but of sentiment, if officially presented by the State of Virginia :

" Now, therefore, be it resolved, by the House of Delegates, the State concurring, that the Governor be authorised and requested to use any set of the official Virginia Reports belonging to the State that can be spared, or if no such reports are available, to acquire a set through gift, or through purchase from the contingent or other funds available, and forward same by insured or registered mail to the ancient Middle Temple of the Inns of Court, accompanied by a letter from the Governor making formal presentation thereof in the name of the Commonwealth of Virginia."

The following letter from the Governor of Virginia, the Hon. Harry Flood Byrd, who is a direct descendant of the Virginian, William Byrd, who was a member of the Middle Temple, admitted 1692, was read by Mr. Page :—

" Gentlemen :

" In compliance with a joint resolution adopted by the last Virginia General Assembly, requesting that a set of the official reports of the Supreme Court of Appeals of Virginia be presented from the State of Virginia to your honorable tribunal, it affords me the deepest pleasure to herewith present through Virginia's duly accredited representatives, Hon. Ivor A. Page and Colonel Thomas W. Shelton, an official set of the Virginia Reports, as named in the resolution.

" In making this presentation permit me to express the hope that the gift will be viewed from the standpoint of sentiment no less than of utility, and to subscribe myself, in all respect and with all good wishes,

" Most cordially and sincerely yours,

" H. F. Byrd (Governor of Virginia.) "

Mr. Page, addressing those present, continued : " When I come into these hallowed precincts and this wonderful building I am overawed and taken aback. I suppose it is not out of the way to say that I am myself English-born and intensely English in my sentiments, so that when the Governor of Virginia appointed me to present this gift I was more than delighted. But though I was born in England I have been a member of the Virginian Bar, I am proud to say, for nearly forty-two years. One is never old, however, till one gives up."

[The Treasurer here interposed that he had been at the Bar for nearly fifty-two years.[

" One of the failings of Virginians," said Mr. Page, " is that they are always talking about their genealogy. I remember the case of a man who, when seeking a law professorship in an American University, stated that he was the great-grandson, the grandson, and the son of great lawyers, thinking no doubt that this was a good recommendation. He was informed by the University authorities that they were not looking for someone to breed, but to teach people to practise law.

" I have watched England for forty-two years, and I have always found that England was right, nationally and internationally. The world copies England, it is the pivotal country of the world, notwithstanding the fundamental importance of America. All the essential principles of American jurisprudence are founded on the English common law."

Mr. Page then read the following address :—

" At a meeting of the Virginia State Bar Association held at Richmond, Virginia, in the latter part of 1926, the attention of the Association was called to the fact that your library did not contain a set of the official reports of the decisions of the Supreme Court of Appeals of Virginia, and that should a set of those reports be offered to your Society they would be accepted. At the same meeting a resolution was offered by Colonel Thomas Shelton, and seconded by Mr. Ivor A. Page, both of the Virginia Bar, which was unanimously carried, requesting the Legislature of the State of Virginia to authorise the gift to the Middle Temple of the Inns of Court of an official set of the reports.

" At a meeting of the Legislature which convened in January, 1927, in the City of Richmond, a joint resolution was offered and carried unanimously authorising the Governor of Virginia to present a set of the official reports of the Supreme Court of Virginia to your honourable tribunal. The patrons of the joint resolution offered in the Legislature of Virginia were the Honourable Sarah Leigh Fain, the first woman elected to a seat in the House of Representatives of Virginia, and my son, The Honourable Vivian Llewellyn Page, both members for the City of Norfolk, Virginia, Mr. Page being also a member of the Virginia Bar.

" In seconding the resolution before the Bar Association, personally, I had in mind, should the gift be made, something far more valuable than the books themselves, namely, the sentiments that prompted the suggestion, and while I am not authorised by Colonel Shelton to say so, I feel sure that his sentiments were and are as deep as my own. You will, no doubt, be able to understand then that when on 14th July, 1927, I received from His Excellency Harry Flood Byrd, Governor of Virginia, credentials appointing me as a representative of the State of Virginia to present to your Honourable Society the gift before mentioned, I accepted the appointment as a high compliment, and I am here to present my credentials and to perform my mission. Colonel Shelton, who was also appointed, was owing to other duties unable to come. Upon receipt of my credentials I communicated with Governor Byrd and asked him if he had any special message for me to deliver, and he replied with the letter which I read to you.

" In performing my mission and making the presentation, I might stop right here and volumes might be imagined, but I feel inclined to go farther, in fact I feel myself a somewhat privileged character, for, notwithstanding I am a member of the Virginia Bar, and have been for nearly 42 years, I am an Englishman by birth and deeply English sentimentally, though not to the detriment or disparagement of the State of Virginia, and the United States of America, the country of my adoption. Governor Byrd in his simple message struck the key-note when he interjected the sentimental. Sentiment is the key-note. Eliminate sentiment from the world and no God will be worshipped, no country served, and no affection will be lavished on family or friends, and the foundation of all society will be undermined.

" History shows us that there are many sentimental ties that should draw Virginians and Englishmen and members of the Virginia and English Bars closer and closer together as the years go by. In the first place, we should not have the Virginia of the past or of to-day, but for the English colonisation of the new country then. What the English took with them to Jamestown in 1607, namely, her English law and procedure, we are enjoying the protection of to-day. Virginia inherited from the Mother Country, and undoubtedly from the legal profession of England, the scientific development of our system of laws and procedure, and I doubt not to this very Middle Temple for most of them.

" A search of your records discloses the fact that many Americans and a goodly number of Virginians have been called to the Bar by the Middle Temple. From the year 1697, when Benjamin Harrison, of Virginia, was called to the Bar by the Middle Temple, until 1785, when Robert Alexander was entered there, no less than thirty-four Virginians were entered or called. Among the names included on the rolls of the Middle Temple are Benjamin Harrison, John Carter, Robert Beverly, Wilson Cary, Beverly Whiting, Henry Fitzhugh, Christopher Robinson, George Carter, Peyton Randolph, William Byrd, Henry Churchill, Joseph Jones, Thompson Mason, Ryland Randolph, John Wilcox, John Blair, John Banister, Robert Mackenzie, Carter Henry Harrison, John Ambler, Robert Bolling, Gawen Corbin, Robert Beverly, William Fauntleroy, Gustavus Scott, Henry Lee Ball, Walter Aitchison, Cyrus Griffin, Henry Lee, Joseph Ball Downman, William Roberts, John Saunders, and Robert Alexander. Many of these names are names of families which have become prominent and some famous in Virginia, so that these alone should draw us closer to one another.

" Mr. Bedwell, in his brief history of the Middle Temple, states : ' The Society of the Middle Temple took a leading

SMALL ADVERTISEMENTS OF REGISTERED ANNUAL SUBSCRIBERS ARE INSERTED ON THIS PAGE FREE.

PUBLIC NOTICES.

COUNTY OF OXFORD.

OFFICE OF CLERK OF THE PEACE AND CLERK TO THE COUNTY COUNCIL.

The Standing Joint Committee of Oxfordshire invite Applications for the office of CLERK of the PEACE and of the COUNTY COUNCIL from qualified Barristers or Solicitors having experience in the practice of Quarter Sessions, and possessing practical knowledge of legal and general work in connection with Local Government administration.

The Officer appointed must reside in or near Oxford, will be required to devote the whole of his time (with the exception hereafter mentioned) to the duties of his office, including the duties of Clerk to the Standing Joint Committee, the County Licensing Committee, the Education Committee, Old Age Pensions Committee, and all other Committees either of Quarter Sessions or of the Council, County Registration Officer, County Returning Officer, and Local Registrar.

The personal inclusive salary of the office will be £1,500.

All costs, fees, and other remuneration payable to or receivable by the Clerk in respect of any of the above offices and duties shall be accounted for by him and paid to the County Fund, except that he shall be entitled to retain any remuneration received in respect of his duties as Acting Returning Officer under the Representation of the People Act, 1918.

The office is an established post for the purpose of the Superannuation Act, 1922, and the candidate appointed will be required to pass a medical examination as a condition of appointment.

The person appointed will be permitted to hold the Office of Under Sheriff for the County if appointed thereto by the High Sheriff.

Applications, endorsed "Clerk of the Peace" and containing full particulars as to age, education, qualification, and experience, and accompanied by copies of not more than three recent testimonials, must be sent to the undersigned not later than 1st December next.

J. ROSE,
Clerk of the Peace.

County Hall, Oxford.

CITY OF GLOUCESTER.

APPOINTMENT OF TOWN CLERK.

Applications are invited from qualified Solicitors not exceeding 45 years of age for the appointment of TOWN CLERK of the City and County Borough of Gloucester.

The person appointed will be required to devote the whole of his time and attention to the duties of the office, which will include those of Clerk and Solicitor to the Council, acting as the Urban and Port Sanitary Authorities, Burial Board, and Rating Authority, Legal Adviser and Solicitor to the Council as the Education Authority, Registration Officer, Registrar of Local Land Charges, and any other duties devolving on him by statute or reasonably required by the Council.

The commencing salary will be £1,000 per annum, plus the prescribed fees and allowances as Registration Officer and reasonable charges as Acting Returning Officer, and office accommodation and staff will be provided by the Council.

All fees, emoluments, allowances and payments (other than those above-mentioned) received by the Town Clerk in respect of any office held or duties performed by him by reason or in consequence of his appointment as Town Clerk shall be paid by him to the Council.

The Council have adopted the Local Government and Other Officers' Superannuation Act, 1922, and designated the office of Town Clerk as an established post, and the selected candidate will be required to pass a medical examination and, if appointed, contribute to the Council's Superannuation Fund.

Applications, stating age, qualifications, and particulars of past services and experience and present position, accompanied by copies of not more than three recent testimonials, must be addressed to the undersigned, in sealed envelopes, endorsed "Town Clerk," and delivered not later than 12 noon on 7th November next.

Canvassing members of the Council either directly or indirectly will disqualify, but candidates may, if they so desire, supply twelve copies of their applications and testimonials for members to a committee.

GEO. SHEFFIELD BLAKEWAY,
Guildhall, Gloucester. Town Clerk.
October, 1927.

BANKRUPTCY ACTS 1914 and 1926.

VACANCY IN OFFICIAL RECEIVERSHIP

The Board of Trade are prepared to receive from local practitioners in law or accountancy applications for the appointment at an early date of an Official Receiver in Bankruptcy for the districts of the County Courts of Blackburn and Clitheroe and Burnley. The appointment will be fee-paid and will carry no pension rights.

Applications, with such testimonials as may be available, should be made in writing, and addressed to the Inspector-General in Bankruptcy, Board of Trade, Great George-street, London, S.W.1.

THE LAW SOCIETY.

The Council offer for award in July, 1928, THREE STUDENTSHIPS of the annual value of £40 each, tenable by persons intending to become Solicitors, on conditions prescribed in the regulations. Copies of the regulations may be obtained by written or personal application to the Principal's Secretary, The Law Society, Bell Yard, W.C.2.

The following extracts from letters received from our advertisers are convincing proof that "THE SOLICITORS' JOURNAL" is the

BEST MEDIUM for ADVERTISING.

KENSINGTON, W.8,
2nd April, 1927.

"I have pleasure in sending you herewith cheque for £1 5s. in payment of account for advertisements in 'The Solicitors' Journal,' which I am pleased to say have produced a satisfactory result. Thanking you for the attention you have given to my matter."

STRAND, W.C.2,
8th June, 1927.

"I shall be obliged if you will kindly discontinue my advertisement for a solicitor in our office in South West London, as the vacancy has now been filled by someone who answered the advertisement in question."

LONDON WALL, E.C.2,
1st July, 1927.

". . . I take the opportunity of telling you that I am very pleased with the display of our notice in your Special Number of last Saturday."

LONDON, W.6,
22nd August, 1927.

"With reference to my advertisement in your paper, I beg to inform you that I have accepted the offer which you forwarded to me. With many thanks for your courteous assistance."

LLANDYSSUL,
22nd August, 1927.

". . . I thank you for the attention you have given to my requirements."

SHEFFIELD,
28th September, 1927.

"You may now discontinue my advertisement, as I am temporarily fixed up.—Thanks to your column."

LONDON, W.1,
28th September, 1927.

"We thank you for kindly inserting the advertisement, and we are pleased to say that the position was filled by means of the advertisement in your Journal."

CHARTERED INSTITUTE OF SECRETARIES.

FOUNDED 1891. ROYAL CHARTER 1902.

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EXAMINATIONS FOR CHARTERED SECRETARIES.

Preliminary, Intermediate and Final—will be held on Monday and Tuesday, 19th and 20th December in London, in Birmingham, Bristol, Cardiff, Hull, Manchester, Newcastle-on-Tyne, Nottingham, Sheffield, in Glasgow, in Belfast and in Dublin. Entries by the 19th November. Particulars from the Institute, London Wall, London, E.C.2.

APPOINTMENTS VACANT.

WANTED in busy old-established country office, 25 miles from London, Solicitor Managing Clerk, with a possibility of eventual partnership. Applicants must have been admitted for five years at least. Preference given to public school man. Salary £500 a year. Reply, with full particulars of experience and copies of two recent testimonials, to "L.," Box 265, c/o Solicitors' Journal, 94-97, Fetter-lane, E.C.4.

CONVEYANCING Clerk (unadmitted) required as assistant in Lincoln's Inn office. Knowledge of probate and trust accounts essential; age not over 35. Salary to commence £5.—Apply "A.," Box 264, c/o Solicitors' Journal, 94-97, Fetter-lane, E.C.4.

YOUNG Admitted Man for general work in City office; prospects of early partnership for public school man possessing common sense, industry, accuracy and sound knowledge of conveyancing; commencing salary £200 to £350, according to age and experience.—"A," Box 230, c/o Solicitors' Journal, 94-97, Fetter-lane, E.C.4.

WANTED in high-class old-established country office in Chester.—Assistant Solicitor, thoroughly experienced in conveyancing, probate, and general work of a busy office. Public School man, age 30-35. Salary, £300-£350, according to qualifications. Good prospects for a suitable man. Reply, stating age and experience, and giving references to "M.," Box 223, Solicitors' Journal, 94-97, Fetter-lane, E.C.4.

WANTED by a Solicitor (Clerk to Urban District Council in Nottinghamshire), Assistant, either admitted or unadmitted, experienced in urban council procedure and general routine of solicitor's office. Applications should state age, qualifications and past experience.—Apply C.S., Box 245, c/o Solicitors' Journal, 94-97, Fetter-lane, E.C.4.

LAW.—Experienced Common Law and Chancery Clerk required in West-End Solicitor's office.—Write stating age, experience, references, and salary to Lex, care of Warner's, 291, Oxford-street, W.1.

LAW.—Wanted in London, Assistant Solicitor, with experience in conveyancing and High Court work; methodical and good worker required. Possible partnership in near future. State age, experience and salary required.—"X.Y.Z." Box 246, c/o Solicitors' Journal, 94-97, Fetter-lane, E.C.4.

WANTED in leading office in market town near London, young solicitor. Conveyancing, with some advocacy; good prospects for hard worker with personality. State age, experience and salary expected.—"W.H.," Box 233, c/o Solicitors' Journal, 94-97, Fetter-ane, E.C.4.

COUNTRY Solicitors, within 25 miles of London, require male clerk between the ages of 18 and 22 years. Candidates must be good shorthand typists and preferably have had some experience in a solicitor's office. Salary according to qualifications.—Apply, in own handwriting, stating age, previous experience and salary required to Box "L," No. 228, c/o Solicitors' Journal, 94-97, Fetter-lane, E.C.4.

WANTED in busy office on Kent Coast, assistant solicitor; must have good experience of conveyancing and county-court work and some advocacy. Public school man preferred. Salary £250.—"B.B.," Box 226, c/o Solicitors' Journal, 94-97, Fetter-ane, E.C.4.

APPOINTMENTS WANTED.

POSITION as Doorkeeper, Messenger, or general office work wanted by pensioned gas company's staff officer; 11 years' previous employment in the law.—"J.H.," 10, Park Villas, Watford-road, Wembley.

JUNIOR Conveyancing Clerk (29), Male, Shorthand typist, speeds 100-60. Nine years' experience in a solicitors' office.—"J.," Box 266, c/o Solicitors' Journal, 94-97, Fetter-lane, E.C.4.

SHORTHAND-TYPIST Expert (male) seeks re-engagement. Long experience in Legal and Parliamentary work. Moderate salary. Apply in first instance to "D.," Box 260, c/o Solicitors' Journal, 94-97, Fetter-lane, E.C.4.

SOLICITOR, 39, LL.B., seeks clerkship with prospects of ultimate partnership or succession. Experienced in conveyancing and probate matters, also some municipal experience.—"W." Box 255, c/o Solicitors' Journal, 94-97, Fetter-lane, E.C.4.

CONVEYANCING Managing Clerk (unadmitted, age 45) requires situation. Twenty years' experience including probate, commercial drafting and company work.—Write "X.Y.Z." Box 258, Solicitors' Journal 94-97, Fetter-lane, E.C.4.

PASSED June Final.—Experienced energetic manager of a leading provincial firm of solicitors desires change of district; ten years' London, fourteen years' provincial city experience; thoroughly capable in conveyancing, probate, trusts and death duty accounts and good knowledge of common law business and litigation; accustomed to advise clients and act without supervision; well connected; prefer appointment where chiefly conveyancing.—Write "K.," Box 253, c/o Solicitors Journal, 94-97, Fetter-lane, E.C.4.

REQUIRED, by experienced Clerk (37), post in common law and Chancery, town or country, preferably country; twenty years' experience.—"T.L.H.," 117, Abercairn-road, Streatham Vale, S.W.16.

PUBLIC SCHOOL and University man (26), B.A., LL.B., wants position in busy conveyancing firm, with prospects. Good general experience. Available 1st October.—J., Box 241, c/o Solicitors' Journal, 94-97, Fetter-lane, E.C.4.

SOLICITOR, experienced in London conveyancing, desires engagement by superior firm.—"P.," Box 232, c/o Solicitors' Journal, 94-97, Fetter-lane, E.C.4.

SOLICITOR (29), public school man, experienced in conveyancing, Probate and trust matters, requires clerkship near Cheltenham or Malvern, with a view to succession. Hard worker.—"M.," Box 238, c/o Solicitors' Journal, 94-97, Fetter-lane, E.C.4.

Continued on page x.

SHORTHAND NOTES

OF CASES TAKEN IN THE HIGH COURTS AND IN ARBITRATION. COMPANY MEETINGS REPORTED.

Usual Charges less **10** per cent. for Monthly Settlements.

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J. F. JUNKIN, Manager.

SUN LIFE OF CANADA, 123, Sun of Canada House, Victoria Embankment.

Continued from page ix.

SOLICITOR (29), seeks temporary post in London or South Coast. Public school man; experienced in conveyancing, Probate and trust matters, and accustomed to hard work.—"M.," Box 237, c/o Solicitors' Journal, 94-97, Fetter-lane, E.C.4.

YOUNG solicitor, member of Law Society, undertakes drafting, accounts, looking up points, etc. for busy solicitors, in return for small charge.—"M.," Box 239, c/o Solicitors' Journal, 94-97, Fetter-lane, E.C.4.

SOLICITOR (39), seeks appointment, preferably abroad. Legal or semi-Commercial, experienced Conveyancing, Probate, Income Tax, Trust A/cs., Finance and numerous business enterprises. One-time Chief Accountant, large firm. Some capital. Replies to "P.L.," Box 213, c/o Solicitors' Journal, 94-97, Fetter-lane, E.C.4.

BILLS OF COSTS of every description Settled by expert Draftsman for small percentage on profit charges; arrears cleared in town or country.—Oliver, 107, Brockley-grove, S.E.4.

EXPERIENCED Shorthand-Typist (lady) seeks position in Solicitor's office. Good correspondent, with knowledge of drafts, briefs, engrossments, proofs, etc. Moderate salary.—Replies to "B," 80, Highbury Park, N.5.

EX-OFFICERS AND OTHER RANKS.

The Proprietors of The Solicitors' Journal have placed this space at the disposal of THE BRITISH LEGION, OFFICERS' ASSOCIATION, EMPLOYMENT BUREAU, 3-4, Clement's Inn, Strand, London, W.C.2 (Telephone: Holborn 5769), to whom all replies should be addressed, quoting number of advertisement, date of insertion, and the name of this paper.

EX-CAPTAIN Indian Army seeks position home or abroad, manager, accountant or secretary. Eighteen years' banking, military and commercial accountancy experience; three years chief accountant and office manager, large commercial concern in East. Speak Hindustani. 8329.

EX-OFFICER, 36, single, requires outdoor work, farm or estate preferred. No qualifications, but willing to work. 8118.

EX-CAPTAIN, 6 ft. 3 ins., recently supervisor in large London firm, desires employment any capacity. Energetic (16 hours a day in last job); used to handling large sums of money, book-keeping, conscientious, trustworthy. 7359.

EX-17th LANCER commissioned from ranks, 47, married, five children. Twenty-one years' service, seeks employment as assistant to veterinary surgeon, club secretary, steward, estate manager or any position of trust. Highest references. 8339.

ENGINEER, 52, Major, A.M.I.C.E., M.I.Mec.E., extra chief engineer (B.O.T.) desires appointment as inspecting engineer and surveyor. Expert steam boilers and pressure vessels, steam machinery. Can design plants, get out specifications, etc. 8368.

RETIRED Army Officer, 42, married, desires post as secretary-chauffeur; excellent mechanic and electrician. Good references. 8346.

PRACTICES AND PARTNERSHIPS.

FOR SALE.—Small general practice including advocacy. Kent; London 10 miles. Suit young solicitor starting on his own. Payments by instalments if desired.—Write "K.," Box 257, c/o Solicitors' Journal, 94-97, Fetter-lane, E.C.4.

EXECUTORS have for disposal General Practice, large town, South Coast. Average profits £2,000, price £1,200. "J.," Box 259, c/o Solicitors' Journal, 94-97 Fetter-lane, E.C.4.

LEGAL Succession.—London Solicitor, wide experience, seeks succession London Practice of best class, to amalgamate with present practice; would take over offices. Preliminary working arrangement preferred, highest references. Reply "A.B.," Box 252 c/o Solicitors' Journal, 94-97, Fetter-lane, E.C.4.

SOLICITOR, with live and fast-increasing practice in City and suburb (8 miles), requires Solicitor (preferably married) with good experience; view to early succession; splendid opportunity to man with capital.—Write full particulars, experience, capital available, Box No. 124, c/o Solicitors' Journal, 94-97, Fetter-lane, E.C.4.

SOLICITOR (40), Public School and Oxford, recently in partnership near London, requires partnership after probationary period. Experience in conveyancing, probate, trust and family matters. Moderate capital available.—Apply "N.," Box 161, c/o Solicitors' Journal, 94-97, Fetter-lane, E.C.4.

SOLICITOR requires Clerkship with view to Partnership in or near London. Moderate capital. —Write "A.C." Box 112, c/o Solicitors' Journal, 94-97, Fetter-lane, E.C.4.

OFFICES.

ACCOUNTANT, with two large Offices (City), desires to share office with another accountant or solicitor.—"M.," Box 262, c/o Solicitors' Journal, 94-97, Fetter-lane, E.C.4.

PICCADILLY.—Excellent Office to let in solicitor's suite of offices with use of waiting room and clerical assistance, if required.—Apply Warmington and Co., Surveyors, 19 Berkeley-street, W.1. Mayfair 3533/4.

THREE OFFICES, £135 per annum, first floor; quiet building, close Chancery-lane tube. Suit solicitors.—Browett Taylor & Co., 3/4, Lincoln's Inn-fields, W.C.2.

TO SOLICITORS and others. — Piccadilly Just off. Excellent suite of offices to be let; suitable for professional purposes.—Apply Winkworth and Co., 48, Curzon-street, Mayfair.

WEST London (close to Courts). Attendance; electric light; use of lino. £1 week inclusive; telephone available. Very prominent position.—Write Box 79, c/o Solicitors' Journal, 94-97, Fetter-lane, E.C.4.

OFFICE REQUISITES.

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part in the birth of the American Nation,' through the number of members who were concerned in the settlement of Virginia, and the truth of this statement is obvious. If there is one outstanding figure and member of the Middle Temple to whom Virginia and Virginian lawyers in particular are indebted it is probably Sir William Blackstone, for the beginning of most legal educations in Virginia commences with the study of 'Blackstone's Commentaries.' There is much more that could be said regarding the historical connexion between England and Virginia and the Middle Temple, but time will not permit.

"So I come to you from Virginia, the daughter of England, to England the Mother Country, with feelings akin to those of a daughter returning home after a long absence, bubbling over with appreciation, gratitude and sentiment for what the mother had done for her, and so we feel deeply grateful and appreciative to the Middle Temple and England for the part they have taken toward shaping our destinies. I come to you from Virginia, the birthplace of Presidents, Statesmen, Jurists, Lawyers, and Soldiers, and a land of chivalry. I come to you from a State which was the native land of George Washington, Thomas Jefferson, Monroe, Madison, Tyler, Harrison, Woodrow Wilson, Robert E. Lee, T. J. Jackson (commonly known as 'Stonewall' Jackson), J. E. B. Stuart, John Marshall, John Blair, George Mason, Thomas Nelson Page, John Randolph, and our Governor Harry Flood Byrd, who is a direct descendant of William Byrd who was a member of the Middle Temple, and many others too numerous to mention. These men, or many of them, have made history, and in the main their characters and private lives are as worthy of emulation as their public acts.

"I come to you as a representative of Virginia bringing from her a small token of gratitude and affection in return for what the Middle Temple has done for her, which in the name of Virginia and the Bar of Virginia I now present to you, not for the intrinsic worth or value of the gift, but that it may be laid up in your library as a memorial that Virginia is reaching out its hand across the sea to you, both as a State and a Bar, hoping that it may be grasped as a pledge of a closer fraternal sentimentality."

At the close of Mr. Page's address the Librarian, Mr. Sturgess, at the request of the Treasurer, read letters from Lord Phillimore and Mr. Bruce Williamson, the Temple historian.

The following extract is taken from Lord Phillimore's letter: "It is a magnificent gift to our library. . . . Perhaps you will be good enough to express my regrets for my absence and my appreciation of the graciousness of the present."

Mr. Bruce Williamson wrote: "It is unfortunate that the formal presentation of these valuable Virginia Reports must take place in the Vacation when hardly anyone is in town. The connexion of our Society with Sir Walter Raleigh, whose name must always be associated with Virginia, makes me the more regret my absence on the 6th. I hope Mr. Page will be shown our record of Sir Walter Raleigh's admission to the Inn. I am sure he will be interested to see it. The words 'et heres' (and heir) are omitted after 'filius' (son) and a space left instead. I do not know why. 'Son and heir' was common form in those entries. The entry of admission was made no doubt at Raleigh's own dictation, and that explains the spelling of his name as 'Rawley.' He is said to have always pronounced it broadly, speaking with a strong Devon accent."

Mr. Sturgess said that the Middle Temple possessed the finest collection of American law reports in Great Britain, and that many gaps had been filled up in the last two years. "Among the most recent important presentations of American legal literature," he said, "may be mentioned the Corpus Juris (forty-three volumes) presented by Mr. Barnett Hollander, a member of the Inn, and of the New York Bar; The United States Code (sixty volumes), and The United States Code Annotated, the gift of Mr. W. H. McGrann, of the New York Bar; Benedict's 'American Admiralty,' presented by the Editor, Mr. George V. A. McCloskey; Mr. William Brosmith, of the Connecticut Bar, gave twenty-three volumes of the Connecticut Reports, needed to fill a gap in the library's collection; members of the Delaware Bar and the Delaware Bar Association have presented forty volumes of Delaware Reports and Delaware Chancery Reports, covering the period 1814–1925. Since 1922 we have had a complete set of reports of every case reported in the Superior Courts of the United States, and the Inn itself subscribes to the 'American Reporter.'"

Mr. D. Campbell Lee, of the New York Bar and barrister of the Middle Temple, has also filled many gaps in the American section.

Referring to Sir Walter Raleigh, Mr. Page said that when recently reading an account of his trial in 1603, he is said to have denied that he was a lawyer. Mr. Sturgess pointed out that it was quite possible for him to have been a member of the Inn, and yet not a barrister, and he produced the old register with the following entry:—

"February 27, 1574: Walterus Rawley filius Walteri Rawley Armigeri de Budlengo in Comitatu Devoniæ admissus est in Societatem Medii Templi generaliter et dat pro fine xx shillings."

THE TREASURER'S REPLY.

Mr. Macmorran, K.C., the Treasurer, in accepting the gift on behalf of the Inn, touched lightly upon the genealogical tradition of Virginia. "I once had," he said, "correspondence from a lady of Richmond, Virginia, of the same name as myself. She was very disappointed that I could not testify to the fact that I was descended from Robert the Bruce, or Mary Queen of Scots—I forget which."

"It is very unfortunate," he continued, "that this presentation should have had to take place during the Long Vacation, but the proceedings will be duly recorded and presented to the next Parliament of the Inn. We regard this munificent gift with the greatest satisfaction, not only from the point of view of its value, but of the cordial relationships it discloses between this Inn and Virginia, and between the two countries. On behalf of the Benchers of the Middle Temple we receive with the greatest possible appreciation the gift which Virginia has made. Not long ago this Inn had the pleasure of entertaining the American Bar Association, and if it had been possible to make this presentation at a different time, the Middle Temple would have had, no doubt, an opportunity of repeating the hospitality which they had the privilege of offering on that occasion. In the course of a few years Mr. Sturgess hopes that the existing gaps will be filled up in the American Law Reports. This gift will be of great value to us for reference."

Mr. Page was then presented with copies, autographed by the Treasurer, of Mr. Bruce Williamson's "History of the Temple," and Mr. Justice McCardie's recent reading on "The Law, the Advocate, and the Judge."

Mr. Page thanked the Treasurer for the unanticipated gifts, and said that he was glad to have been allowed the privilege of making the presentation, and only regretted that he was not a silver-tongued orator, who could do full justice to the occasion.

At the conclusion of the ceremony, Mr. Page said that it might be of interest to them to know that he himself was a direct descendant of Edward I and Queen Eleanor of England, and could produce the genealogical table.

Legal Notes and News.

Honours and Appointments.

The Right Honourable Sir WILLIAM BULL, Bart, P.C., M.P., solicitor, has been appointed a director of The Equity & Law Life Assurance Society, of 18 Lincoln's Inn-fields, W.C.2. Sir William Bull was admitted in 1889, is senior partner in the firm of Messrs. Bull & Bull, of 3 Stone-buildings, Lincoln's Inn, and is chairman of The Solicitors' Benevolent Association, in which he takes a very active interest.

Wills and Bequests.

Mr. Michael Carabé, of Walton Grove, Walton-on-Thames, barrister-at-law, who died on 23rd July, aged seventy-three, left estate of the gross value of £154,281.

Mr. Richard Ford Smith, M.A., LL.B., of Edwardes-square, W., and of Lincoln's Inn-fields, solicitor, of Messrs. Smiths, Fox, and Sedgwick, who died on 22nd July, aged sixty-five, left estate of the gross value of £32,817. On the death of his wife he left: £500 to the Friends' School, Saffron Walden; £200 to the Old Cliftonian Centenary Fund; a life annuity of £26 to his former servant, Elizabeth Hadfield; £50 to Catherine Harrison, formerly governess to his wife; and £50 to Ann Taylor, if then in the service of his wife and not under notice.

Mr. John Woodend, sixty-three, of South-road, Birkenhead, clerk to the Birkenhead magistrates, left estate of the gross value of £1,405.

Alderman Edward Wooler, solicitor and notary public, Darlington, who died in July last, aged seventy-six years, left unsettled property of the gross value of £58,452. His bequests included: To "my staunch friend, Lord Riddell," of Queen Anne's-gate, S.W., his bronze hall clock, his dining-room marble clock, and an aneroid barometer with altitude rim gauge, "as a small token of my regard and in recognition of his many acts of kindness to me and of his conspicuous ability." Like that of many other lawyers, his own will did not comply with the formalities required, and an affidavit was required before it could be admitted to probate.

PROBLEM FOR A FRENCH JURY.

A curious case which appears to call for a judgment something like that of Solomon has been sent to the Seine-et-Oise Assizes. A man named Gladieux, a gardener, and his wife were in difficult financial circumstances which were likely to become accentuated by the birth of a third child. A woman friend of the gardener's wife who was in despair because she could not become a mother, and who also wished to relieve the distressful situation of the couple, offered to take the new baby when it was born and to pay 300 francs for it. The offer was accepted, and in due course the baby girl was handed over to Mme. Desenclos, the friend.

Several months later, when the two families took up their residence at Auvers-sur-Oise, neighbours remarked the striking resemblance between Jeannine Desenclos and the Gladieux children. Tongues began to wag. Eventually Mme. Gladieux clamoured for her child, but met with a refusal. The matter was then put into the hands of the Pontoise judicial authorities, who had the two women brought before them. The gardener's wife tearfully pleaded to have her child back, even though she had to suffer imprisonment for having sold it.

No decision could be reached, however, and this delicate matter will now be referred to the arbitrament of a jury at the Assize Court.

AN EXPLANATION REQUIRED.

No counsel appeared in the Divisional Court on Monday last when the case of *West Riding of York County Council* v. *Brooks* was called on.

The Lord Chief Justice said that the court had been told at the last moment of the eleventh hour that the case had been settled. Looking at the case, he found a little difficulty in appreciating the precise meaning of that phrase. The case raised a point of law whether certain persons had exceeded their jurisdiction. It would, therefore, not be struck out, but would be put in the list on Wednesday, when the court would desire an explanation of what was meant by saying, in that connexion, that the case had been settled.

On Wednesday counsel for the County Council appeared to offer an explanation which was accepted by the Court.

MR. JUSTICE HORRIDGE ON "WOMAN."

"I am rather glad people do use the word 'woman.' It is a very good word, and in these days everybody is a lady," remarked Mr. Justice Horridge in the King's Bench Division on Wednesday last week, when a witness was rebuked by counsel for persistently referring to a woman in the case as a "woman," instead of a "lady."

A SOLICITOR SUSPENDED.

A Divisional Court—the Lord Chief Justice, Mr. Justice Avory and Mr. Justice Salter—on Monday last directed that Mr. Samuel Bernard Graham, solicitor, of 10, Essex-street, Strand, W.C., and 13, King's Cross-road, W.C., be suspended from practising for one year.

The order was made on an application by Mr. Graham from an order of the Committee of The Law Society. The application was dismissed by consent, Mr. Graham being made to pay the costs.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Romer.
Monday Oct. 31	Mr. Synge	Mr. Jolly	Mr. Synge	Mr. Ritchie
Tuesday Nov. 1	Ritchie	More	Ritchie	Synge
Wednesday 2	Bloxam	Synge	Synge	Ritchie
Thursday 3	Hicks Beach	Ritchie	Ritchie]	Synge
Friday 4	Jolly	Bloxam	Synge	Ritchie
Saturday .. 5	More	Hicks Beach	Ritchie	Synge

	Mr. Justice Astbury.	Mr. Justice Clauson.	Mr. Justice Russell.	Mr. Justice Tomlin.
Monday Oct. 31	Mr. More	Mr. Jolly	Mr. Bloxam	Mr. Hicks Beach
Tuesday Nov. 1	Jolly	More	Hicks Beach	Bloxam
Wednesday 2	More	Jolly	Bloxam	Hicks Beach
Thursday . 3	Jolly	More	Hicks Beach	Bloxam
Friday 4	More	Jolly	Bloxam	Hicks Beach
Saturday .. 5	Jolly	More	Hicks Beach	Bloxam

VALUATIONS FOR INSURANCE.—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac a speciality.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4½%. Next London Stock Exchange Settlement Thursday, 10th November, 1927.

	Middle Price 26th Oct.	Interest Yield.	Yield with Redemption.
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	85⅜	4 14 0	—
Consols 2½%	55¼	4 10 0	—
War Loan 5% 1929-47	100½xd	4 19 6	4 18 6
War Loan 4½% 1925-45	96xd	4 14 0	4 16 6
War Loan 4% (Tax free) 1929-42	100¼	4 0 0	4 0 0
Funding 4% Loan 1960-90	85¾	4 13 0	4 14 0
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	94¼	4 5 0	4 7 0
Conversion 4½% Loan 1940-44	97¾	4 12 0	4 15 6
Conversion 3½% Loan 1961	75½	4 13 0	—
Local Loans 3% Stock 1921 or after	63¼	4 15 6	—
Bank Stock	257	4 13 0	—
India 4½% 1950-55	92¾xd	4 17 0	4 18 6
India 3½%	71	4 18 6	—
India 3%	61	4 18 0	—
Sudan 4½% 1939-73	94½	4 15 0	4 17 0
Sudan 4% 1974	83½xd	4 16 0	4 18 0
Transvaal Government 3% Guaranteed 1925-53 (Estimated life 19 years)	80½	3 15 0	4 12 6
Colonial Securities.			
Canada 3% 1938	85	3 11 6	4 18 0
Cape of Good Hope 4% 1916-36	92⅞	4 6 0	5 0 6
Cape of Good Hope 3½% 1929-49	81¼	4 6 0	5 0 0
Commonwealth of Australia 5% 1945-75	100	5 0 0	5 2 6
Gold Coast 4½% 1956	95	4 14 6	4 17 6
Jamaica 4½% 1941-71	92½	4 18 0	4 18 6
Natal 4% 1937	92¼	4 7 0	5 0 0
New South Wales 4½% 1935-45	92	4 17 6	5 7 0
New South Wales 5% 1945-65	100	5 0 0	5 3 6
New Zealand 4½% 1945	97	4 12 6	4 17 6
New Zealand 5% 1946	103	4 17 0	4 16 6
Queensland 5% 1940-60	99	5 1 0	5 3 0
South Africa 5% 1945-75	101⅜	4 19 0	4 18 6
S. Australia 5% 1945-75	99⅞	5 0 0	5 0 0
Tasmania 5% 1945-75	100	5 0 0	5 0 0
Victoria 5% 1945-75	99½	5 0 6	5 0 0
W. Australia 5% 1945-75	99½	5 0 6	5 2 0
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corpn.	63½	4 4 6	—
Birmingham 5% 1946-56	103¼	4 17 0	4 17 0
Cardiff 5% 1945-65	102	4 18 6	4 18 0
Croydon 3% 1940-60	68¼	4 8 6	5 0 0
Hull 3½% 1925-55	78	4 9 6	5 0 0
Liverpool 3½% redeemable at option of Corpn.	74	4 14 6	—
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	53¼	4 15 0	—
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	63¼	4 15 0	—
Manchester 3% on or after 1941	63½	4 14 6	—
Metropolitan Water Board 3% 'A' 1963-2003	63½	4 14 6	4 17 0
Metropolitan Water Board 3% 'B' 1934-2003	64½	4 13 0	4 15 6
Middlesex C. C. 3½% 1927-47	82¾	4 5 0	4 17 0
Newcastle 3½% Irredeemable	73	4 16 0	—
Nottingham 3% Irredeemable	62½	4 16 0	—
Stockton 5% 1946-66	101½	4 18 6	4 19 0
Wolverhampton 5% 1946-56	101	4 19 0	5 0 0
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	83½	4 16 0	—
Gt. Western Rly. 5% Rent Charge	101	4 19 0	—
Gt. Western Rly. 5% Preference	96¼	5 4 0	—
L. North Eastern Rly. 4% Debenture	80	5 0 0	—
L. North Eastern Rly. 4% Guaranteed	75	5 6 6	—
L. North Eastern Rly. 4% 1st Preference	67	5 19 6	—
L. Mid. & Scot. Rly. 4% Debenture	82	4 17 6	—
L. Mid. & Scot. Rly. 4% Guaranteed	80¼	5 0 0	—
L. Mid. & Scot. Rly. 4% Preference	74	5 8 0	—
Southern Railway 4% Debenture	82	4 17 6	—
Southern Railway 5% Guaranteed	98	5 2 0	—
Southern Railway 5% Preference	89¾	5 11 6	—

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NEXT OF KIN Wanted.—Any persons claiming to be or to be able to give information as to the NEXT OF KIN of the late WILLIAM EASTON, Merchant, of 17, St. Vincent-lane, Glasgow, who resided sometime at 16, Buckingham-terrace, Hillhead, Glasgow, afterwards at 1, Kersland-street, Hillhead, aforesaid, and died at the last-mentioned address on 19th May, 1888, will please COMMUNICATE with Messrs. R. and J. M. Hill Brown & Co., Writers, 41, West George-street, Glasgow, C.2, the Law Agents for Mr. Easton's Trustees.

JOHN SAMUEL KEAST, deceased, of Wilmington-square. Any person having knowledge of a WILL, will they communicate with J. Collet, 24, Gt. Percy-street, King's Cross, N.

JOSEPH JOHN JACKSON, deceased.—Any person having knowledge of a Will of the above-named deceased, late of "Glenview," Hereford, Chemist, who died on the 4th day of June, 1927, is requested to communicate forthwith with either of the undersigned: T. A. Matthews, Solicitor, 6 & 7 King Street, Hereford; Timbrell, Deighton & Nichols, Solicitors, 90 Cannon-street, London, E.C.4.

MISS A. C. A. MARTEN, formerly of St. Leonards.—It is to the advantage of above to COMMUNICATE with Taylor, Jeffery & Co., Solicitors, Bradford.

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